

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

THE HONORABLE DALE S. FISCHER, JUDGE PRESIDING

COMPLETE ENTERTAINMENT RESOURCES  
LLC D/B/A SONGKICK,

Plaintiff,

vs.

LIVE NATION ENTERTAINMENT, INC.;  
TICKETMASTER LLC,

Defendants.

No. CV 15-9814 DSF-AGR

TICKETMASTER LLC,

Counter Claimant,

vs.

COMPLETE ENTERTAINMENT RESOURCES  
LLC D/B/A/ SONGKICK,

Counter Defendant.

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Los Angeles, California

Monday, October 23, 2017, 2:54 P.M.

Pretrial Conference; Motions in Limine

PAT CUNEO CSR 1600, CRR-CM  
Official Reporter

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF: QUINN EMANUEL URQUHART & SULLIVAN, LLP  
3 BY: FREDERICK A. LORIG, PARTNER  
4 ADAM WOLFSON, PARTNER  
5 KEVIN Y. TERUYA, PARTNER  
6 VIOLA TREBICKA, ASSOCIATE  
7 JENNIFER D. ENGLISH, ASSOCIATE  
8 ATTORNEYS AT LAW  
9 865 S. Figueroa Street  
10 10th Floor  
11 Los Angeles, California 90017  
12 213-443-3047  
13 fredericklorig@quinnemanuel.com  
14 adamwolfson@quinnemanuel.com  
15 kevinteruya@quinnemanuel.com  
16 violatrebicka@quinnemanuel.com  
17 jenniferenglish@quinnemanuel.com

18 FOR THE DEFENDANTS: LATHAM & WATKINS LLP  
19 BY: DANIEL SCOTT SCHECTER  
20 AND ROBERT JAMES ELLISON  
21 ATTORNEYS AT LAW  
22 10250 Constellation Boulevard  
23 Suite 1100  
24 Los Angeles, California 90067  
25 424-653-5500; 424-653-5501  
daniel.schechter@lw.com  
robert.ellison@lw.com  
-and-  
LATHAM & WATKINS LLP  
BY: DANIEL M. WALL, ATTORNEY AT LAW  
AND ANDREW M. GASS, ATTORNEY AT LAW  
AND TIMOTHY L. O'MARA, ATTORNEY AT LAW  
505 Montgomery Street  
Suite 2000  
San Francisco, California 94111-6538  
415-391-0600  
dan.wall@lw.com; andrew.gass@lw.com;  
tim.omara@lw.com

PAT CUNEO CSR 1600, CRR-CM  
Official Reporter  
First Street Courthouse  
350 W. First Street, Room 4311  
Los Angeles, California 90012-4565  
213-894-1782  
patcuneo1600@gmail.com  
www.patcuneo.com

1 LOS ANGELES, CALIFORNIA; MONDAY, OCTOBER 23, 2017; 2:54 P.M.

2 -o0o-

3 THE CLERK: Calling Item No. 12, CV 15-9814,  
4 Complete Entertainment Resources vs. Live Nation  
5 Entertainment.

6 Counsel state your appearances.

7 THE COURT: Ms. Plato, do you know who all these  
8 people are?

9 THE CLERK: Yes, Your Honor.

10 THE COURT: All right. Then before you speak,  
11 each of you will state your name again for our court  
12 reporter. I'm not going to waste time to hear from each of  
13 you about who you are.

14 Who is going to be the main counsel handling the  
15 pretrial for the plaintiff?

16 MR. LORIG: Your Honor, Frederick Lorig. I'll  
17 handle the pretrial conference order and the Daubert. There  
18 are various assignments for various of the other motions.

19 THE COURT: Okay.

20 And for the defense?

21 MR. WALL: Daniel Wall, Latham & Watkins, and the  
22 same, Your Honor.

23 THE COURT: All right. So first let's just  
24 confirm that there were no objections to Judge Rosenberg's  
25 order so that will be basically final.

1           There were no sanctions but there were two  
2       depositions that were allowed with I think another two that  
3       might be allowed. So what's the plan on that?

4           MR. LORIG: Your Honor, should I speak from the  
5       podium?

6           THE COURT: Yes, please. Lectern.

7           MR. LORIG: Your Honor, Frederick Lorig.

8           We have talked with counsel for the proposed  
9       deponents. We're awaiting Your Honor's order and we -- once  
10      we get that order, we will serve deposition subpoenas.

11          We were advised that they may seek to quash at  
12      least in the case of Mr. Zaidi.

13          THE COURT: I'm not sure what order you're waiting  
14      for from me.

15          MR. LORIG: Our understanding was until you had  
16      adopted the recommendation of Magistrate Judge Rosenberg, we  
17      weren't allowed to issue the deposition subpoenas.

18          THE COURT: Well, submit a proposed order and if  
19      it's in order, I will sign it; and I'm going to order it now  
20      so you can go ahead and work on those subpoenas.

21          And why would there be a motion to quash?

22          MR. LORIG: There's --

23          THE COURT: I'm not asking you. You're not going  
24      to make one. Why would there be a motion to quash?

25          MR. WALL: Your Honor, Daniel Wall again. We're

1 not filing a motion to quash. What our understanding is  
2 these employees no longer work for Ticketmaster. They have  
3 separate counsel. We too have been told, just as Mr. Lorig  
4 has been told, that they may seek to quash. We don't know  
5 anything more about it than that.

6 THE COURT: All right. Well, it sounds like one  
7 of them would be in breach of an agreement if there was a  
8 motion to quash but I'll decide that if I have to.

9 Before I forget, I don't know why you brought me  
10 more boxes. I don't need more boxes. I need fewer boxes.  
11 So I'm going to expect you to clean my chambers out of the  
12 boxes that I already have or at least most of them because I  
13 didn't need them to begin with and I certainly don't want  
14 them now and my shredder would burn up if I tried to shred  
15 your documents.

16 All right. What efforts have you made at  
17 settlement because we're not going to have enough room in  
18 this courtroom for a trial apparently.

19 MR. WALL: Again Dan Wall.

20 We have mediated and our intention was that after  
21 the -- Your Honor's summary judgment order which of course  
22 we've received, we would return to mediation.

23 We don't have -- we need to go through -- we need  
24 to contact the mediator again and schedule that but I think  
25 that that's our intention.

1 THE COURT: Excellent. So I'll have some more  
2 rulings by the end of today so you'll have some more  
3 guidance on what you will and will not be able to do at  
4 trial.

5 Let's skip to Motion in Limine No. 3 because we've  
6 talked about the two depositions.

7 Do you want to wait and see about Motion in Limine  
8 No. 3 until you figure out whether you're going to be able  
9 to get those two depositions, Mr. Lorig?

10 MR. LORIG: Your Honor, Mr. Wolfson was going to  
11 argue Motion in Limine No. 3.

12 THE COURT: Okay. Mr. Wilson, what do you want to  
13 do?

14 MR. LORIG: Wolfson.

15 MR. WOLFSON: Your Honor, if we could hold the  
16 motion I suppose in abeyance and see what happens. One of  
17 the issues though is the missing witness instruction.

18 THE COURT: Right.

19 MR. WOLFSON: Would you prefer that I speak at the  
20 podium, Your Honor?

21 THE COURT: It's -- well, at least in Judge Real's  
22 courtroom it's a lectern so we all try to be consistent. He  
23 even sent around a section from the dictionary with a  
24 picture so we would all know that it's a lectern.

25 MR. WOLFSON: I'll make sure to keep that in mind

1 for all future --

2 THE COURT: I used to have it on the post-it note  
3 up here but now I remember.

4 MR. WOLFSON: Your Honor, the aspect of Motion in  
5 Limine 3 that we think would still be pending is the missing  
6 witness instruction request.

7 THE COURT: Only if they're missing.

8 MR. WOLFSON: Right. And part of this is  
9 understanding what are the agreements in place. As we've  
10 noted to the Court, Mr. Mead has a separation agreement  
11 where he has to cooperate with the defendants.

12 So we believe that means that he's under their  
13 control for purpose of attendance at trial. We've requested  
14 that he be made available and that is something that if  
15 defendants refuse to make him available, then we would  
16 believe that missing witness instruction is appropriate.

17 That may need to wait to see what they actually  
18 say.

19 THE COURT: All right. I'll hold off on that.

20 So let's move on to the Daubert motion. I'll  
21 start off by indicating that citing other judges' opinions  
22 is not particularly helpful to me. I'm kind of  
23 strong-willed and I like to make my own decisions.

24 So in general, to the extent that  
25 Mr. Yurkerwich -- if that's the correct pronunciation -- is

1 just handling calculations, that certainly seems to be well  
2 within his expertise.

3 I'm going to give you my tentative thoughts on the  
4 other issues and then I'll hear argument.

5 Though it seems obvious to me that Mr. Yurkerwich  
6 doesn't have any expertise concerning whether an artist  
7 actually decided not to do business with Songkick because of  
8 some unlawful conduct by the defendants or for any other  
9 reason; and the facts that he relies on are not the kinds of  
10 facts that accountants rely on. That will be for the jury  
11 to decide based on the evidence presented to them by someone  
12 other than Mr. Yurkerwich.

13 So to be clear we need to have admissible evidence  
14 about each individual artist for which Songkick claims  
15 damages.

16 He also doesn't appear to have any expertise to  
17 divide artists into categories so he can't testify to the  
18 categories; and his percentages are purely speculative so  
19 the bottom line on that would be that the aggregated data  
20 can't be used and only damages relating to the specific  
21 artist for which there's evidence presented can be included  
22 in any testimony and of course we have motions in limine on  
23 that which we can address which I will address later.

24 The loss is miscalculation based on GTV. GTV  
25 seems to be used in a couple of different ways. For the

1 purposes of his report, is it gross transaction value?

2 MR. LORIG: Yes, Your Honor.

3 THE COURT: All right. So in any event, there's  
4 no support for using this method of valuation so he won't be  
5 able to testify to it.

6 He can testify to implied valuation at the time of  
7 the merger but not a hypothetical future valuation. I don't  
8 think that was in his report.

9 He can testify to current valuation. The company  
10 was sold although there's, I understand, a pending motion so  
11 that's tentative until I resolve that.

12 With regard to unjust enrichment, I believe there  
13 is enough support in the record for the business-model  
14 approach but not the artist-client approach.

15 There isn't any foundation for his assumption that  
16 every artist that Ticketmaster didn't conduct presales for  
17 in 2012 or 2013 but did in 2014 or 2015 became a client  
18 because of the alleged misappropriation.

19 So those are my tentative thoughts and I'll hear  
20 from plaintiff's counsel.

21 MR. LORIG: Your Honor, Fred Lorig again.

22 To begin with, as we pointed out in our papers, we  
23 didn't offer Mr. Yurkerwich as a causation expert. We  
24 intended him to rely on trial testimony.

25 With regards to GTV, if we can, Your Honor, I'd

1 I like to state that we do believe that there was support in  
2 the record for the GTV approach. The reason we believe  
3 there was support for the GTV approach is, as we indicated  
4 in our papers, it is one of three methods to value a  
5 company.

6 You know, we've all seen reports of a start-up  
7 company being sold for a multiple of GTV. Certainly in the  
8 Access documents we presented to Your Honor in our papers,  
9 Access and Sequoia and the other investors all valued  
10 Songkick based on its GTV. So we do believe there is both  
11 academic support for it as well as support in the record.

12 Your Honor, we submitted to you several  
13 PowerPoints that had been prepared long before the  
14 litigation which showed how the company was valued. It was  
15 valued by GTV estimates.

16 We also provided to Your Honor evidence through a  
17 table attached to Mr. Yurkerwich's expert report where other  
18 ticketing companies were sold for a multiple of GTV.

19 Therefore, we respectfully submit that we're in a  
20 quandary because it's very difficult to go to the jury and  
21 say you've been pushed out of business without having a  
22 basis for what the value would have been in a but-for world.

23 We know that in 2015 in the midst of the  
24 monopolization, the value was 100 million before the  
25 investment and 117 million after the investment.

1           Those values were based on GTV estimates and what  
2 we're left with is the problem of trying to estimate what  
3 the value of the business would be if it hadn't been run out  
4 of business in a world without the alleged monopolization.

5           Respectfully, Your Honor, we believe that GTV is  
6 well-supported in the literature for the reasons stated in  
7 the papers as well as, more importantly, in the documents  
8 that the investors themselves used when they were  
9 calculating the value of Songkick for the last round of  
10 investment in 2015.

11           THE COURT: Excuse me. If you want to talk, you  
12 leave the courtroom. Nobody speaks when I'm on the bench  
13 other than counsel. So go or stay but, if you're sitting  
14 here, you can't talk.

15           MR. TERUYA: Sorry.

16           THE COURT: Sorry, Mr. Lorig. Continue.

17           MR. LORIG: Yes, Your Honor.

18           I apologize. We had submitted to you two  
19 exhibits. Exhibit 46 to Mr. Wolfson's declaration and  
20 Exhibit 32 to Mr. Wolfson's declaration, each of which deal  
21 with GTVs.

22           We did prepare some PowerPoints which we can hand  
23 up if Your Honor thinks it will be helpful. They don't deal  
24 with each point but they do deal with the GTV issue.

25           THE COURT: Has counsel seen those?

1 MR. LORIG: No. I asked to exchange before the  
2 hearing and he didn't want to.

3 THE COURT: Well, you can give him a copy and give  
4 me a copy.

5 (Counsel complies.)

6 THE COURT: Okay. Go ahead.

7 MR. LORIG: Your Honor, if you look at slide 10 in  
8 that, in the PowerPoints, you'll see an actual reproduction  
9 of the internal memorandum that was used by one of the  
10 investors.

11 And as you can see, that in coming to their  
12 evaluation of 100 million pre-investment, they were  
13 calculating it -- and by the way, the underlining is ours.  
14 I want to make clear. You can see the GTV estimate there.

15 The other document that was attached to  
16 Mr. Wolfson's declaration is Exhibit 46. The slide --

17 THE COURT: Well, wait a minute.

18 MR. LORIG: I'm sorry.

19 THE COURT: Let's stay on 10.

20 MR. LORIG: Yes, Your Honor.

21 THE COURT: What are you referring to the GTV?

22 MR. LORIG: They call it GMV.

23 THE COURT: Okay. And so where does that hook up  
24 with transaction?

25 MR. LORIG: So there was an actual arm's-length

1 transaction with an investor. The investor was dealing with  
2 a company that had no record of profitability in the past.

3 It was looking at potential profitability in the  
4 future and it was evaluating the company based on gross  
5 transactional value or gross merchandise value as they  
6 called it here.

7 THE COURT: It doesn't say "value," it says  
8 "volume."

9 MR. LORIG: Gross merchandise volume, yes, Your  
10 Honor. It's an English company. I don't know what to say.  
11 We call it GTV.

12 THE COURT: Okay.

13 MR. LORIG: The second exhibit, Exhibit 46 which  
14 is slide 13, Your Honor, is part of the investor  
15 presentation made by the company; and I apologize for the  
16 readability. It was black in the original so it's black  
17 here.

18 But as Your Honor can see, they're -- looking at  
19 the right-hand side, you can see the GTV projections that  
20 were used with regards to evaluating the value of the  
21 company.

22 If Your Honor would -- doesn't mind turning back  
23 to slide 9, you'll see the actual deposition testimony of  
24 Mr. Yurkerwich where he's talking about his reliance on what  
25 the investors themselves had done in looking at these

1 valuations based on GTV.

2 And if Your Honor doesn't mind turning to slide  
3 14, this was -- this is a reproduction of a portion of his  
4 report where he talks about the fact that he was valuing the  
5 company in a but-for world based on GTV because other  
6 ticketing companies -- StubHub, TicketsNow, Eventbrite,  
7 SeatGeek, Ticketfly -- were sold for a multiple of GTV.

8 His report, Your Honor, refers to an Exhibit 14.0  
9 and I apologize. That is not in the deck. 14.0 is page 107  
10 of his report and it lists the actual value of the sale of  
11 each of those companies -- StubHub, TicketsNow, Eventbrite,  
12 SeatGeek, Ticketfly -- provides the GTV and provides the GTV  
13 multiple.

14 I apologize for it not being within the deck. I  
15 only have one copy but, if I can show it to Mr. Wall and  
16 hand it up, I would appreciate it.

17 THE COURT: All right.

18 MR. LORIG: Shall I continue?

19 THE COURT: Yes.

20 MR. LORIG: It was argued at slide 8 at what's  
21 before you that a market-based approach using GTV is one of  
22 the three preferred valuation methodologies.

23 We argued in our papers that Areeda & Hovenkamp  
24 makes clear that when a company is forced out of business  
25 you would ordinarily look at damages, the price which it

1 could have reasonably sold the business as a going concern.

2 If we can't use GTV as did the other ticketing  
3 companies, I don't know how we're going to be able to prove  
4 that other than to say in 2015 we were worth 117 million  
5 post-investment.

6 Certainly in a but-for world in 2017, we would  
7 have been worth something more than 117 but I don't know how  
8 we're going to be able to do it if we can't use the GTV used  
9 throughout the industry.

10 In the defendant's reply, they brought up the fact  
11 that one could use EBITDA -- E-B-I-T-D-A -- rather than GTV  
12 as one of the metrics for value. But that's a matter of  
13 choice for a valuation expert.

14 Certainly with a start-up company like Songkick  
15 which had not made profits yet, it was very much like  
16 Snapchat is today. It's never made profit. Amazon didn't  
17 make a profit for decades. Nevertheless, the value of the  
18 companies went up over time based on multiples of their  
19 gross transaction value.

20 And we cited to Your Honor a case that we had  
21 hoped would be helpful. It's a district court case, Abarca  
22 v. Franklin City Water District where the Court said in this  
23 circuit, an expert's decision to use one forum of scientific  
24 methodology over another goes to the expert's credibility  
25 rather than the admissibility of the testimony.

1           We believe that since Mr. Yurkerwich's GTV  
2     analysis is properly derived both from third-party  
3     investment by companies like Sequoia and Access as well as  
4     what was done with other ticketing companies, it should be  
5     admissible and any criticisms really should go to  
6     credibility.

7           It's something to be argued at trial not, we  
8     believe, to be discarded on the basis of an in limine  
9     motion.

10          Finally, Your Honor, on that point -- the point of  
11     the GTV -- one of the slides we handed up, slide 11, is an  
12     excerpt from Live Nation's own second quarter reports in  
13     2017.

14          And as you can see looking at slide 11, Live  
15     Nation itself values itself based on this GTV. So this is  
16     hardly the creative trickery that defendants' claim in their  
17     papers.

18          Respectfully, Your Honor, GTV was used with other  
19     transactions of ticketing companies. It was used by  
20     third-party investors. It was used by Live Nation itself  
21     and we would respectfully ask Your Honor to consider these  
22     matters before making a final ruling on that point.

23          THE COURT: All right.

24          MR. WALL: Thank you, Your Honor. Dan Wall again.

25          So let me just begin by putting this into, you

1 know, some context which may short-circuit it.

2 The GTV, whatever its merits, is a product of the  
3 first part of Mr. Yurkerwich's analysis which is based upon  
4 all 139 artists and the cumulative tickets that he derives  
5 out of that.

6 In Your Honor's tentative, you indicated that you  
7 were not going to allow them to put the numbers before the  
8 jury until they first established artist by artist with  
9 admissible evidence that there was a loss.

10 So this is somewhat moot at this point because  
11 he's multiplying it by a number that has no validation in  
12 that process that Your Honor has described.

13 In other words, it infects the earlier problems  
14 that Your Honor addressed. Infects this lost-business  
15 analysis.

16 The second point -- and this is just really the  
17 critical issue here -- is that this is not a debate as to  
18 whether one factor in the valuation of a ticketing company  
19 is its gross transaction volume or value.

20 Of course it is. It's the sales metric  
21 essentially; that the issue is that Mr. Yurkerwich is trying  
22 to make it the only criteria to come up with a valuation by  
23 taking the gross transaction volume, irrespective of all  
24 other considerations including the profitability of the  
25 volume which is the most obvious missing thing here.

1           Taking that volume and simply multiplying it by  
2     the average that he imputed from these five companies that  
3     he mentions in his report. There is no validation in this  
4     record that anyone ever has valued a ticketing company  
5     solely like that; only looking to the gross transaction  
6     volume and not considering the profitability of it and so  
7     forth.

8           And I'll just give you two crystal-clear examples  
9     of that in the slides that Mr. Lorig handed up to you.

10           If you look at his slide No. 10, which is the one  
11     that is entitled "GTV is how Songkick's outside investors  
12     valued the companies," it's -- each and every one of those  
13     lines shows that GTV was in fact one of three criteria.

14           This gross merchandise volume which I assume for  
15     these purposes is the same thing as GTV. The revenue  
16     derived from the volume and then the profitability of the  
17     volume.

18           Similarly, if you look a couple of pages back -- I  
19     think it's his slide 13 -- you will see -- this is the one  
20     that they said that Songkick used GTV in the course of its  
21     own internal valuation.

22           Yes, sure, that's one of the things that's on  
23     slide 13 but so is gross margin, so is the EBITDA margin, so  
24     are tickets sold, registered users, profitability metrics  
25     and all sorts of things like that.

1           It's just plainly not the case that Songkick or  
2 anybody else ever looked at a ticketing company said:  
3 What's the GTV? And, upon that, applied some multiple to  
4 it.

5           And I do think that at this most elemental sense,  
6 you know, the question is not volume, it's the profitability  
7 of the volume.

8           And, you know, it sort of -- it almost recalls,  
9 you know, that old joke about somebody who loses money on  
10 every sale but makes it up on volume; right?

11           Unless there's a profit margin on the volume,  
12 neither Wall Street nor anybody else is going to give at any  
13 significant value which is why -- and according to the  
14 record evidence -- no one uses GTV alone, everyone uses in  
15 combination with other things that values the GTV in a real  
16 world, sensible way.

17           And that's why we think, you know, aside from the  
18 fact that Mr. Yurkerwicz doesn't have the expertise or the  
19 foundation to say that the ticketing industry does this, he  
20 hasn't validated that this is what people in this industry  
21 do.

22           Thank you, Your Honor.

23           THE COURT: I should have clarified that I meant  
24 that factor alone was the concern; and I didn't mention that  
25 as to paragraphs 47 to 51 concerning the negative effects

1 relating to Live Nation's influence as a concert promoter,  
2 he can't base his damages on that either.

3 So, Mr. Lorig, did you want to comment on the  
4 other tentative issues; the rulings that I made?

5 MR. LORIG: Yes, Your Honor.

6 If I understand the last point correctly, Michael  
7 Rapino, the CEO of Live Nation, personally directed  
8 Ticketmaster. He's not an employee of Ticketmaster.

9 As Your Honor could see from all the memorandums  
10 that were submitted to you in the summary judgment motions  
11 and as Your Honor commented in your denial of the motion,  
12 Mr. Rapino was up to his elbows in this but he's not an  
13 employee of Ticketmaster.

14 He directed Live Nation to help Ticketmaster  
15 wholly-owned subsidiary any way he could, and Live Nation is  
16 responsible as the controlling entity that controlled  
17 Ticketmaster as if it wasn't a separate company.

18 Respectfully, we don't believe that given the  
19 memorandums from Mr. Rapino directing the very wrongdoing  
20 that Ticketmaster is alleged to have done that there's any  
21 reason why Mr. Yurkerwich cannot rely on what Mr. Rapino did  
22 as essentially the puppet-master for Ticketmaster.

23 And with regards again back to the GTV issue and  
24 the EBITDA issue, young companies, start-up companies like  
25 Snapshot or Songkick don't have profits. They may go 20

1 years before they make a profit.

2 A \$117 million valuation was placed on this  
3 company on the basis of GTV in a hypothetical; even though  
4 that was years away. It's also referred to -- excuse me --  
5 in the other slides.

6 And, respectfully, if we can't use GTV, we would  
7 ask for at least a chance to use these very slides that we  
8 submitted to Your Honor for an alternate methodology because  
9 without the GTV we have no way to value the company that  
10 they put out of business. They put them out of business  
11 before they made any profits, Your Honor.

12 THE COURT: I suspect the defense will have an  
13 objection to that so let's move on to any other issue that  
14 you want to address.

15 MR. WALL: We are content with the tentative  
16 otherwise, Your Honor, so we have nothing.

17 THE COURT: All right.

18 Anything else, Mr. Lorig?

19 MR. LORIG: Nothing else, Your Honor.

20 THE COURT: All right.

21 Let's talk about the trade secrets. What precise  
22 claims -- what precise secrets is the plaintiff planning to  
23 proceed with here?

24 MR. LORIG: Your Honor, I'm not sure that's  
25 brought up by one of the motions but I can address that.

1 THE COURT: This is a pretrial.

2 MR. LORIG: Yes, Your Honor.

3 THE COURT: I get to ask whatever questions I  
4 want.

5 MR. LORIG: Absolutely. I was just saying it  
6 hadn't been addressed.

7 THE COURT: It was in your pretrial conference  
8 report and the memoranda of points of contentions of fact  
9 and law which I spent both days of my weekend on so this is  
10 the time that I want to talk about them.

11 MR. LORIG: Yes, Your Honor.

12 The proposed jury instructions contain the nine  
13 trade secrets at issue. They are what we call compilations  
14 of data that numerous documents dealing with both all the  
15 various tools are used, the ones that were copied by  
16 Mr. Mead and Mr. Zaidi.

17 THE COURT: Okay. Number 1, what's No. 1?

18 MR. LORIG: Artist toolboxes.

19 THE COURT: Okay. Isn't that something that other  
20 people can see? How is that a secret?

21 MR. LORIG: It's how you go about doing it. The  
22 artist toolboxes are used by the artist and their promoters  
23 and they receive data and it was one of the sales angles  
24 that was used by Songkick to differentiate itself from  
25 Ticketmaster.

1 THE COURT: What is it?

2 MR. LORIG: It's a particular methodology used in  
3 the software so that when you take out your phone you can  
4 see the report in real time translating you where the  
5 customers are, who's coming, so you can plan your own  
6 marketing activities.

7 It tells who's buying, who's not buying, where  
8 they're buying, how much they're buying. It gives an artist  
9 what it wants to know. It was one of the reasons why they  
10 did business with Songkick rather than Ticketmaster because  
11 at that time Ticketmaster didn't give them any of that data.  
12 They held it back.

13 THE COURT: Well, was there some kind of an  
14 agreement that they couldn't show anybody else their phone?  
15 I don't -- there may be other violations of law. Maybe  
16 copyright or something but I don't understand why it's a  
17 trade secret.

18 MR. LORIG: It's a trade secret because it's not  
19 otherwise reasonably available to the defendant. The  
20 defendant is not an artist. The defendant is not a a  
21 promoter. The defendant Ticketmaster would not have access  
22 to that.

23 THE COURT: Suppose an artist came and said to  
24 Ticketmaster: Here's what I get from Songkick. If you  
25 could do this for me, I'd have you handle all my tickets.

1 MR. LORIG: Well, saying that you could have got  
2 it without a theft doesn't mean it was reasonably available  
3 to you. Even if there had been a nondisclosure agreement,  
4 somebody could always breach it; the point being --

5 THE COURT: Yes. But then you would have been  
6 protecting it. Without a nondisclosure agreement, that's --

7 MR. LORIG: Yes. But, Your Honor, the testimony  
8 is that there was an expectation of confidentiality with the  
9 artists and their agents and promoters; and that what  
10 happened is Mr. Mead used his access to the software to copy  
11 it for the benefit of Ticketmaster; and we believe that's an  
12 issue for the jury to decide.

13 THE COURT: It might be. But it might eventually  
14 end up being an issue for me to decide because I don't quite  
15 get how that can be but I guess it will depend on what the  
16 testimony is.

17 But I think there's some relatively strong law  
18 about keeping things secret and it doesn't sound like you  
19 kept things secret to me on this.

20 MR. LORIG: I think the belief at the time was  
21 that Ticketmaster would not have access to it because the  
22 artists who were using it were the artists who wanted to use  
23 something in a non-Ticketmaster fashion.

24 Certainly there's no evidence to direct in this  
25 case -- none -- that anybody actually provided this

1 information to Ticketmaster.

2 Instead, the only evidence --

3 THE COURT: That's not the test. The test is  
4 whether it was secret not whether they got it in some  
5 wrongful way.

6 Move on. What's Item No. 2.

7 MR. LORIG: Item No. 2 is the matter in which the  
8 online stores were managed, the actual software used to  
9 manage the stores.

10 Item No. 3 --

11 THE COURT: So what was secret about that. If  
12 they're online stores, can't anybody go on and see what's on  
13 there?

14 MR. LORIG: Yes. But they can't get down to the  
15 software to see how it's being done. I mean, this isn't  
16 just copying what you see on a screen, Your Honor. I mean,  
17 basically he was giving the keys to the software kingdom to  
18 his new employer.

19 THE COURT: Nevermind talking in hyperbole. I'm  
20 trying to figure out literally how it's done so I can tell  
21 whether there's some merit to this claim.

22 MR. LORIG: My understanding --

23 THE COURT: What's secret is how it's done behind  
24 the scenes, not what shows up on the screen?

25 MR. LORIG: That's correct.

1 THE COURT: All right.

2 Item No. 3.

3 MR. LORIG: The artist pipelines.

4 THE COURT: What's that?

5 MR. LORIG: That dealt with who the potential  
6 clients were. What Mr. Mead was doing was providing his  
7 access to Songkick and then clone CrowdSurge to actually  
8 advise his new employer which artists they were approaching  
9 in order that Ticketmaster could go there first and head  
10 them off at the pass.

11 THE COURT: So this is not just a list of artists;  
12 this is a list of artists that Songkick believed it wanted  
13 to go after?

14 MR. LORIG: Correct.

15 THE COURT: Okay.

16 MR. LORIG: 4 is financial information. One of  
17 the exhibits that I hope I submitted to Your Honor. If not,  
18 I apologize. Was him explaining to his bosses at  
19 Ticketmaster that he had taken with him all of the periodic  
20 business reports, head of department reports, with all the  
21 financial information which he did offer to and did share  
22 with Mr. Zaidi and other employees at Ticketmaster.

23 THE COURT: What kind of information was this?

24 MR. LORIG: It was profit and loss, projected  
25 business, where they hoped to do business, where they were

1 going to next, whether it was going to be in the U.S. or it  
2 would in the U.K. Just the sort of detailed periodic heads  
3 of department data that would you would expect in any  
4 business.

5 THE COURT: Okay. Next?

6 MR. LORIG: Customer data. That's just the  
7 classic, you know, who are the customers; customer lists not  
8 generally available.

9 THE COURT: Who were the actual Songkick  
10 customers?

11 MR. LORIG: That's correct.

12 THE COURT: Were there entities out there other  
13 than Ticketmaster and Songkick that were heavy into this  
14 market?

15 MR. LORIG: There was. There was Tickets Today,  
16 one of their subsidiaries, BubbleUp, a couple of others,  
17 Your Honor. There were other companies seeking to serve at  
18 that time. At the moment there's nobody left.

19 THE COURT: Okay. And your view is that as  
20 opposed to just knowing who the artists are that are  
21 appearing at venues or might appear at venues, that  
22 Ticketmaster specifically used the Songkick list?

23 MR. LORIG: Yes. There were actually specific  
24 examples of that where there would be a particular artist  
25 like Kenny Chesney that they'd hear about it and go try to

1 head it off at the pass.

2 And it's fairly classic internal trade secret  
3 lists. Certainly the identity of customers in general, you  
4 know, may be known. But the particular customers doing  
5 business and when you're approaching them usually can be  
6 treated as a secret depending on the circumstances.

7 THE COURT: I think usually there's a little bit  
8 more to it like which ones actually pay their bills and  
9 things like that. But this may pass muster.

10 What's next?

11 MR. LORIG: Well, in response to that, Your Honor,  
12 a lot of that deals with what a particular artist wants in  
13 terms of data, what they would like --

14 THE COURT: Okay.

15 MR. LORIG: So there's some of that as well.

16 THE COURT: All right.

17 MR. LORIG: And customer data, heads of department  
18 report I've discussed, client lists I've discussed, board of  
19 directors presentations and business plans we've discussed  
20 and contracts with third parties.

21 At one point we reduced the number of nine down  
22 to -- it was either six or three. They complained that we  
23 had dropped trade secrets by oversimplifying the compilation  
24 so we banged it back up to nine. They overlap somewhat.

25 THE COURT: What's "compilation" mean? I don't

1 understand.

2 MR. LORIG: Well, a compilation -- you know, a  
3 trade secret -- Your Honor, a trade secret can be a  
4 compilation of data.

5 THE COURT: Well, it can be but you're listing  
6 nine things.

7 MR. LORIG: Yes. And each one of those is a  
8 compilation of data. Some of that data is public. Some of  
9 that data is private. But the compilation itself is secret.

10 THE COURT: So you're talking about a compilation  
11 within categories, not a compilation of the nine things  
12 somehow?

13 MR. LORIG: Yes. Each one is separate, not one  
14 giant compilation, Your Honor.

15 THE COURT: So what did they use from the board of  
16 directors' presentations.

17 MR. LORIG: Well, the board of directors  
18 presentations, you know, showed them, for instance, the fact  
19 that they were going to be -- how to put it -- emphasizing  
20 their work at the U.S. at the risk of the U.K. who they were  
21 hoping to target, which managers, which promoters, what  
22 their plans were for the future in terms of investment.

23 THE COURT: Okay. And the weekly head of  
24 department reports they were suggesting that they were out  
25 of date and you don't use that anymore; is that right?

1 MR. LORIG: Well, they weren't out of date in 2014  
2 when he gave them access. If Your Honor had the opportunity  
3 to look at any of those memos and they weren't featured in  
4 the summary judgment motion because they didn't attack that  
5 case.

6 You'll find that they were thought to be very  
7 valuable. They were shared. They were discussed. They  
8 thought they were valuable enough that they were shared even  
9 though he put in a warning in those memos, you know, don't  
10 let them know you have access to this.

11 They clearly understood it was secret. It's in  
12 the documents themselves, Your Honor.

13 THE COURT: Well, they have to use them too. Is  
14 there some way in which they used them?

15 MR. LORIG: Yes, they did, Your Honor. They built  
16 basically a clone of the CrowdSurge-Songkick model. They  
17 used the same tools to basically say: You don't have to do  
18 business with Songkick. We now have the exact same thing.  
19 We have copied them. You can buy from us. You don't have  
20 to do business with the upstart.

21 THE COURT: That relates to the weekly head of the  
22 department reports?

23 MR. LORIG: Well, they -- it was accessed to both  
24 the tools, the toolbox, and knowing how the business model  
25 worked, how they approached clients, what they told clients.

1 THE COURT: Okay. What about the contracts with  
2 third parties? Is there some provision in the contracts  
3 that they can't reveal the terms of the contracts to  
4 anybody?

5 MR. LORIG: Your Honor, I don't know. I don't  
6 believe so. But there may have been. Certainly there was  
7 an expectation of privacy because there was no reason to  
8 share that.

9 THE COURT: I don't think that really works.  
10 You enter into a contract with somebody and say:  
11 Gee, I really think they'll probably keep this private and  
12 so it becomes a trade secret? That's not how it works.

13 MR. LORIG: Well, my understanding is anything is  
14 a trade secret if it's not reasonably available to a  
15 competitor.

16 You don't have to lock it in a room, you don't  
17 have to swear them to secrecy. If it's not reasonably  
18 available to a competitor and you have an expectation of  
19 secrecy, that's enough if wrongful means are used. And here  
20 there's no question wrongful means were used. They brought  
21 85,000 documents with them.

22 THE COURT: No, I think they agree with that.  
23 Don't you? You're not arguing that he didn't give you that  
24 stuff?

25 MR. WALL: We're not going to defend the way the

1 information was taken, Your Honor.

2 THE COURT: All right.

3 Okay. What else? Is that all of it?

4 MR. LORIG: I believe that's the end of it.

5 THE COURT: Okay.

6 MR. LORIG: There was the computer fraud and abuse  
7 but that's a really a subset of that.

8 THE COURT: Right.

9 All right. Interference with contracts. Is that  
10 the artist contracts?

11 MR. LORIG: Yes, Your Honor.

12 THE COURT: Are those written contracts?

13 MR. LORIG: Yes, Your Honor. I believe -- no,  
14 they were not written contracts, Your Honor. They were oral  
15 contracts.

16 THE COURT: So they're different from these  
17 contracts with third parties that you contend were trade  
18 secrets?

19 MR. LORIG: Yes, Your Honor. Although, again,  
20 some of the ones that were interfered with they learned  
21 about from misappropriation, not all of them.

22 THE COURT: Okay. So what kind of oral contracts?

23 MR. LORIG: As I understand it, basically there  
24 was a deal between the company and the artist and the  
25 promoters to represent them; that a fee was received and

1 they would manage the presale and fan club for the artist.

2 THE COURT: Is there any statute of frauds issue?

3 MR. LORIG: I don't think so.

4 THE COURT: All right. Have you indicated what  
5 contracts you're referring to somewhere?

6 MR. LORIG: Yes. The Complaint actually  
7 identified the specific contracts involved. It was a subset  
8 of the 139 artists Your Honor referred to earlier.

9 THE COURT: Okay. So do you think, contrary to  
10 what the defendants claim, that you still have a claim for  
11 interference with contract if the venue contracts allow the  
12 defendants to sell all the tickets?

13 MR. LORIG: We believe so, Your Honor, because the  
14 contracts that we're referring to with respect to business  
15 advantage, we're referring to our -- between us and the  
16 artists or the promotor and the manager not the venue.

17 And regardless of whether they have an exclusive  
18 dealing contract that includes both venue sales and artist  
19 presale tickets or if it's a carve-out as Your Honor  
20 indicated in the summary judgment ruling or earlier at the  
21 injunction hearing, it doesn't matter. It's either an  
22 anti trust violation because it's exclusive dealing or it's  
23 an anti trust violation because they are attempting to  
24 leverage their monopoly position and venue ticketing  
25 services to artists presales as Your Honor discussed in your

1 order.

2 THE COURT: All right. Prospective economic  
3 relations. What's different about this than the other  
4 claims? Can you succeed on this one if you don't succeed on  
5 any of the other claims?

6 MR. LORIG: The prospective business advantage is  
7 a subset of both the antitrust and the trade secret.  
8 Basically, the idea is that there were clients that they had  
9 not been able to do business with; that they didn't have  
10 oral or written contracts with; that they could have done  
11 business with in the but-for world without the alleged  
12 predicate acts of monopolization and unfair competition  
13 discussed in the summary judgment papers.

14 So I think the answer is yes. It really depends  
15 on what the jury finds. The jury could hypothetically find  
16 no trade secret, the antitrust.

17 The jury could hypothetically find no antitrust  
18 but unfair competition under Cel-Tech which comes in under  
19 intentional interference.

20 You know, one is not necessarily dispositive of  
21 the other and of course the computer fraud is a standalone  
22 which Mr. Wolfson just reminded me.

23 THE COURT: Yes. Well, my question was whether we  
24 really needed prospective economic relations because this  
25 case is going to be long enough as it is.

1           So each of you seems to contend the other should  
2 have mitigated damages so what's your argument on mitigating  
3 damages?

4           MR. LORIG: I don't know how we could have  
5 mitigated damages. They won't give us seats, artist presale  
6 seats.

7           THE COURT: No, I don't know either. Do you  
8 contend they should have mitigated their damages on their  
9 claims?

10          MR. LORIG: You know, their claim is the exact  
11 opposite of our claim. They claim that they're not guilty  
12 of anything. Our existence in doing business with them was  
13 an interference with their contract.

14          We believe they could have mitigated that by  
15 developing the same tools and the same offerings we did  
16 without stealing our trade secrets to do so.

17          So, yeah, they could have at least -- they could  
18 have done part of it. They couldn't have done the exact  
19 same way we did it without our trade secrets but they  
20 certainly could have done more. They could have offered  
21 clients' data.

22          One of the things that kind of sticks out as I was  
23 getting ready for this hearing is prior to Songkick and  
24 CrowdSurge coming into the marketplace, Ticketmaster held  
25 data as sort of their own treasure, their own secret.

1           Everybody had to do business with Ticketmaster.  
2           Only Ticketmaster knew who the customers were, where they  
3           were. They kept that to themselves.

4           THE COURT: How could Ticketmaster -- I mean, I  
5           don't know. Maybe you agree with that. I don't understand.  
6           These are artists, not all the ones that I recognize but I'm  
7           old.

8           So how could they not -- and they're appearing at  
9           venues that Ticketmaster contracts with apparently  
10          exclusively. How could they not know who the people are?

11          MR. LORIG: Well, Your Honor, I had the same kind  
12          of issues when I first got involved in the case so it turns  
13          out Paul McCartney, who will die before this case, he would  
14          appear at a venue.

15          Ticketmaster knew who it was selling the tickets  
16          to. Paul McCartney did not know. The venue might know.  
17          Paul McCartney did not know. He didn't know who they were,  
18          what their demographic is. There was no way for him to  
19          market to his audience because only Ticketmaster --

20          THE COURT: Oh, that's the information there.  
21          Okay.

22          MR. LORIG: Yes.

23          THE COURT: That's different information. Okay.

24          All right. I'll hear from Ticketmaster on the  
25          mitigation issue and then we'll move on to other things.

1           MR. WALL: So, in general, obviously our position  
2 is that the way that they could have mitigated their losses  
3 was to have gone after ticketing inventories like everyone  
4 else could and bought them and made deals with venues and  
5 try to compete for them.

6           They made a business choice not to do that and to  
7 base their entire business on the idea of trying to get a  
8 waterfall of tickets through the presale provision; and when  
9 they ran into trouble with that, they said it was illegal  
10 and everything. We understand.

11           But they didn't try anything else at all to try to  
12 get the tickets such as going to a venue and saying: Hey,  
13 you know what? I know Ticketmaster is buying exclusive but  
14 I can do a great thing on presales. Can you reserve for me  
15 a piece of those tickets for the next contract and I'll pay  
16 you some money for it.

17           THE COURT: So where did they get the tickets they  
18 were selling?

19           MR. WALL: So the only places they're getting  
20 tickets, what their documents say is they never pay for  
21 inventory. That's a deliberate decision. They never pay  
22 for inventory.

23           They find an artist; that they went to the artist.  
24 They would typically, quite frankly, misrepresent the terms  
25 of Ticketmaster's fan club policy.

1           They'd say: These are your tickets. You are  
2 entitled to these tickets. You should tell the venue that  
3 they want some of those tickets.

4           And we would get into a fight with them over this  
5 if they didn't have a fan club. But otherwise, if they did,  
6 we'd give them the tickets. We'd release the tickets to  
7 them; and then they would have their show and that's what  
8 they would do. They would go on.

9           Now, in those circumstances when there wasn't a  
10 fan club or where we got into a fight about it or whatever  
11 the case may be, it appears to us they didn't do anything at  
12 all because they would just move on to the next show.

13           THE COURT: Okay.

14           MR. WALL: If I may say, I just wanted to make a  
15 quick comment about the mitigation issue and --

16           THE COURT: Okay.

17           MR. WALL: -- just as it relates to this artist  
18 toolbox and I know this is not the time to argue all those  
19 things. But just so it's clear, of the trade secrets this  
20 artist toolbox is the only thing that carries any weight in  
21 the rest of their case.

22           The artist toolbox is essentially the product  
23 itself. It's like saying that the dashboard of my Mercedes  
24 is a trade secret. Well, once you buy it, you get to look  
25 at it and my friends can look at it as well.

1           And ours, yes, we have a dashboard too because  
2           everybody has a dashboard. We built ours before the events  
3           that they're claiming were the theft of trade secret.

4           THE COURT: Okay.

5           MR. LORIG: May I address the Court?

6           THE COURT: Let me guess. You disagree?

7           MR. LORIG: I do.

8           To begin with, the tool he says that was the same  
9           thing, it was something that they developed for the venues.  
10          It wasn't for the artists. They kept it from the artists.  
11          It was different than what we gave and what they now give to  
12          the artist. It was not the same thing but, more  
13          importantly, contrary to their representation, it was  
14          something that was developed for the venues, not for the  
15          artists. The artists never got the data.

16          Secondly, if Your Honor wants the specifics of the  
17          trade secret claim, I'm not as prepared as I should be on it  
18          but sitting behind me is David Kramer one of our young  
19          lawyers who has been in charge of working up the trade  
20          secret case and he may be able to answer very specifically  
21          questions you have.

22          I just didn't realize they were going to come up  
23          today. I'm not as prepared as I should be and if you'd like  
24          to hear from him --

25          THE COURT: No, I think I've heard a brief summary

1 and I just think these are things that the two of you -- the  
2 ten of you or the 20 of you or however many there are of you  
3 are out there -- need to be working on to try to cut this  
4 case down a bit and hopefully settle it because most cases  
5 should settle and this certainly seems to be one of those.

6 MR. LORIG: We tried to and we will try, Your  
7 Honor; and with regards to cutting it done, with regards to  
8 the intentional interference, given Your Honor's summary  
9 judgment rules, I believe that the two of us, Mr. Wall and  
10 I, can pare down this case for trial.

11 THE COURT: Great. Because I'm going to give you  
12 very little time to try it so.

13 MR. LORIG: Even more reason, Your Honor.

14 THE COURT: You won't have any choice.

15 All right. Moving on. You provided a joint  
16 statement. Thank you. There's one phrase in it I don't  
17 understand and you may not have it in front of you so I'll  
18 read it. It's a very long sentence though.

19 "The only reason Songkick and Ticketmaster got  
20 into conflict with each other Ticketmaster contends, was  
21 because Songkick tried to circumvent the rules of  
22 Ticketmaster's fan club policy which is a program by which  
23 Ticketmaster will let artists conduct presales through their  
24 preexisting fan clubs."

25 And then this is the sentence I don't understand.

1 "Ticketmaster contends that it owns the rights to  
2 ticket those sales."

3 What does that mean? To ticket presales?

4 MR. WALL: Yes. That the presales are within the  
5 scope of the exclusive rights. I mean, they are of course  
6 explicitly.

7 THE COURT: Well, I would suggest you figure out a  
8 way to rephrase that sentence because this is the  
9 introduction of the case to the jury.

10 MR. WALL: Understood.

11 THE COURT: And the phrase "ticket those sales"  
12 doesn't really -- I don't think they're going to grasp what  
13 that means.

14 MR. WALL: Your Honor, on a related point, I know  
15 you would have seen this; that we are hoping that since it  
16 is a question of law that Your Honor will ultimately simply  
17 charge the jury as to what those contracts mean so that we  
18 don't have like a shadow contract case in the middle of this  
19 trial.

20 THE COURT: I was going to get to that and when I  
21 did I was going to tell you that I agree that I should do  
22 that but you need to tell me what it is you think that I  
23 should say about them.

24 MR. WALL: Okay.

25 THE COURT: And then I'll decide whether that's

1 what I should say or something else.

2 MR. WALL: Very well.

3 THE COURT: I'm not going to come up with it out  
4 of whole cloth here.

5 All right. I've looked at your pretrial order  
6 which is the largest pretrial order I've ever seen submitted  
7 in almost 14 years and the lengthiest list of documents.

8 I don't know how you think I can resolve  
9 objections about documents being not timely produced so --  
10 and that's not the kind of thing I want to spend time on as  
11 you're submitting a document to a witness.

12 And since the time will count against whichever  
13 party I rule against, I don't think you want me to be  
14 wasting your time with that either. So I think you really  
15 need to work those out.

16 If there's an argument that impacts all or a  
17 category of the documents, then you can make that to me in  
18 advance I hope and I can rule on a group of documents. But  
19 on a document-by-document basis, that's not going to make  
20 any sense.

21 I took a quick look through those because without  
22 having the documents I really can't tell how to rule on  
23 objections. But why people would -- and lawyers do this all  
24 time -- why anybody would designate a notice of deposition,  
25 I don't know. So take out the stuff that really doesn't

1 belong in a list of exhibits.

2 I see there's a lot of hearsay objections and,  
3 again, this will go to one of the motions in limine but I  
4 need to know who the people are for the purpose of  
5 determining whether they're statements of a party, for  
6 example, that would allow them to come in even if they  
7 otherwise would be hearsay.

8 So I want a list -- first of all, I want a list of  
9 all of your witnesses in alphabetical order and what their  
10 positions are briefly or who they are if they're not with  
11 either company.

12 And you'll submit that to Ms. Plato which she will  
13 share with our court reporters so they don't have to ask you  
14 every day how to spell your witnesses names and, also, I'd  
15 like a glossary of any other unusual names, phrases, words,  
16 submitted in advance again so our court reporters have those  
17 in their dictionaries and they can just easily take those  
18 down. It speeds up the court reporting.

19 I've looked at the two witness lists which were a  
20 little bit hard to figure out. You sort of did what I asked  
21 except the descriptions of the testimony seemed to be  
22 somewhat cut and pasted and seem very repetitive and I  
23 couldn't figure out how to put the two together.

24 Some witnesses are on both lists so I couldn't  
25 figure out whether you were each planning to call them in

1 your respective cases and whether that meant that the time  
2 for direct and cross in the plaintiff's list was in addition  
3 to the time for those witnesses that were repeated on the  
4 defendants and cross-claimants lists so I couldn't figure  
5 out even what you thought the time was.

6 The defendants gave me a total. I don't think  
7 plaintiffs gave me a total. And as I said, I worked on this  
8 all weekend so it was good for a laugh to see how much time  
9 you thought you were going to have to try this case.

10 I think you said fifteen days in your papers but  
11 the hours that you add up would be much more than fifteen  
12 days and you're not going to have fifteen days. So you need  
13 to take a hard look at your claims and your witnesses.

14 MR. WALL: Your Honor, may I just make a comment  
15 about this process generally and --

16 THE COURT: Yes.

17 MR. WALL: But from our perspective, the  
18 difficulty in estimating time more than anything else is a  
19 function of trying to figure out how many of these 139  
20 vignettes we're going to have to respond to.

21 And I know that -- I heard what you said earlier  
22 about laying a foundation. I don't know how much time  
23 you're going to give us before another trial date.

24 But in just thinking about it as I'm sitting here  
25 now, I am wondering whether the right thing to do in this

1 case is not to have a Special Master appointed to determine  
2 how many of those vignettes have the proper foundation to  
3 form the basis of a trial.

4 A process so it isn't Your Honor having to do it  
5 and so that when we say how long this is going to take to  
6 try, I'm not guessing as to whether I have to defend the U2  
7 incident.

8 Because if I do, there's a particular person I  
9 need to call about that one; and if I don't, I don't call  
10 that person. And in fact I may not call ten people, you  
11 know, because these artists-managers, it's a fragmented  
12 community. There are so many of them.

13 And this is the biggest problem that we have as a  
14 practical matter in getting ready for this trial which is we  
15 don't know who, you know, when it's our turn, how many of  
16 these vignettes I've got to address.

17 And it's sort of compounded by the fact that there  
18 was, you know, this rather bold move by the plaintiff to  
19 actually object to our having identified witnesses late when  
20 so many of these 139 artists were first revealed to us in  
21 the damages report after the close of fact discovery.

22 THE COURT: That was not a valid argument and  
23 those witnesses will be allowed to testify so.

24 MR. WALL: So I would absolutely urge this and we  
25 will participate in good faith. I have done this in other

1 cases before where judges said this is too much of the same  
2 issue over and over and over, have a Special Master come in  
3 and pare it down.

4 THE COURT: Well, I'm not -- I appreciate the  
5 offer and I'd love to send you away to a Special Master or a  
6 settlement judge or something to just go through all of  
7 this.

8 I understand that you can't figure out and that  
9 has a lot to do with the time. It's part of my problem too.  
10 I'm happy to have somebody else help me with my work because  
11 I don't get paid by the hour.

12 But I'm not sure how much -- how to phrase it --  
13 I'm not sure how much the dispute really is; and maybe when  
14 we get to the motion in limine we can talk about that and so  
15 we'll put that off for the moment because I agree.

16 It's practically impossible to come up with a  
17 number but I'm going to come up with one anyway because if I  
18 left you to your own devices, you would each be spending 50  
19 or 60 hours or more based on the numbers that you gave me  
20 and that would be much too much time for the jury. I don't  
21 have that much time and it doesn't make any sense.

22 MR. LORIG: May I be heard briefly?

23 THE COURT: Yes.

24 MR. LORIG: As Mr. Yurkerwich testified when he  
25 was deposed, he relied for those 139 on his interviews with

1 Mr. Block, Ms. Bellin, and Mr. Glicken who are going to  
2 testi fy.

3 He saw himsel f more as an audi tor saying no, not  
4 somebody saying yes and so there's three di fferent people  
5 who are going to testi fy. They have access to the  
6 documents.

7 They're the ones who are going to be, I guess,  
8 what you would call a causation witness. It's not going to  
9 take very long I don't think. They're going to go through  
10 their reasons for believing that but-for they would have had  
11 this business.

12 And, you know, as for a Special Master, Your Honor  
13 doesn't need me to say this. This is a jury trial and we  
14 believe that for all the reasons Mr. Yurkerwich testi fied to  
15 in his deposi tion he properly relied on these witnesses and  
16 they're going to appear at trial and it's not going to take  
17 a hal f hour or anything per artists.

18 They're very speci fic reasons, very speci fic  
19 documents. That part of the case should go quickl y, Your  
20 Honor.

21 THE COURT: Defi ne quickl y.

22 MR. LORIG: A matter of hours, not a matter of  
23 days. You know, Mr. Block is going to be up there for a  
24 number of hours and so it's not going to be nearly as long  
25 as Mr. Wall seems to think it's going to take.

1           The witnesses are going to go through who -- which  
2       specific artist they thought they would have gotten in a  
3       but-for world; and then based on Your Honor's ruling on the  
4       Daubert --

5           THE COURT: Well, there has to be some substance  
6       to it. They can't just sit there and say: I think I would  
7       have gotten --

8           MR. LORIG: Absolutely. I couldn't agree with you  
9       more, Your Honor. And as I understand the process, unless  
10      there was an entry in the sales force database or a document  
11      to support it, there had to be some non-verbal piece of  
12      evidence or Mr. Yurkerwich acting as sort of an auditor  
13      didn't let it get into the damage study.

14           There was a lot these people wanted to assert that  
15      didn't get asserted. If there wasn't a document or solid  
16      basis for it, it didn't get on the list.

17           THE COURT: Well, I'm not sure that's what I saw  
18      in his report but maybe I just wasn't reading it correctly.

19           In any event, I think you need to take a closer  
20      look at that and let the defense know what amount of time  
21      you think that will take.

22           Because at the moment I'm thinking somewhere  
23      between 28 and 30 hours for each side; and if you don't like  
24      that, I'm going to send you over to Judge Klausner or  
25      Judge Walter who would give you about half of that so that

1 includes the opening statements but not closing arguments  
2 and if you're on your feet it counts against you.

3 As I said if I get objections and there are too  
4 many objections, I'm just going to start taking time off the  
5 losing side. So you can't just run out the other side's  
6 time, not that either of you would dream of doing that.

7 You did mention a trial date. I have four  
8 criminal trials set to start on November 28. I think one of  
9 them told me this morning they're going to ask for a  
10 continuance.

11 But there's at least one that, for various  
12 reasons, I believe definitely will go forward. I can try to  
13 verify with them that they really intend to rely on the  
14 speedy trial rights to go on November 28 and there's nothing  
15 I can do about that constitutional and statutory right.

16 So I can't start this trial unless -- on the  
17 14<sup>th</sup> unless you think you can get your cases presented in  
18 about 16 hours each.

19 So I'll give you that option. We can go on the  
20 14<sup>th</sup> if you can do that. Or I'm actually free the next  
21 two weeks as well so you can start on Halloween if you'd  
22 like and then you can have more time.

23 But I think you're better off trying to settle  
24 this case than trying to scurry for the next few days and  
25 get ready for trial. So let's go over the motions in

1     I i m i n e.

2                 P l a i n t i f f ' s   M o t i o n   i n   L i m i n e   N o .   1 .

3                 T h a n k   y o u .   I   t h i n k   y o u   f i g u r e d   o u t   b y   m y   i n i t i a l  
4     c o m m e n t   t h a t   t h e r e   w i l l   b e   n o   r e f e r e n c e s   t o   j u d i c i a l  
5     o p i n i o n s   c r i t i c i z i n g   t h e   e x p e r t s .

6                 Y o u   s h o u l d n ' t   h a v e   h a d   t o   m a k e   t h i s   m o t i o n .   I  
7     c a n ' t   e v e n   i m a g i n e   w h y   y o u   t h o u g h t   t h a t   w o u l d   b e   a   t h i n g  
8     t h a t   y o u   c o u l d   d o .

9                 T h e   l a t e   d i s c l o s e d   w i t n e s s e s ,   a g a i n ,   I   m e n t i o n e d  
10    t h e r e   w a s   n o   r e a s o n   t o   k n o w   w h o   w o u l d   y o u   n e e d   u n t i l  
11    Y u r k e r w i c h   s u b m i t t e d   h i s   r e p o r t   a s   f a r   a s   I   c o u l d   t e l l .

12                Y e s .

13                M R .   W O L F S O N :   M a y   I   b e   h e a r d   o n   t h a t   p a r t i a l l y ,  
14    Y o u r   H o n o r ?

15                T H E   C O U R T :   L e t   m e   g i v e   y o u   m y   t e n t a t i v e s   f i r s t .

16                M R .   W O L F S O N :   O k a y .

17                T H E   C O U R T :   A n d   t h e n   y o u   c a n   a l l   a r g u e   w i t h   m e .

18                I   d o n ' t   k n o w   w h e r e   w e   a r e   w i t h   a l l   t h i s   u n d e r   s e a l  
19    s t u f f   a n d   I ' m   o n   t h e   v e r g e   o f   s a n c t i o n i n g   p e o p l e   w h o   c a u s e  
20    m e   t o   h a v e   t o   r e v i e w   t h i n g s   u n d e r   s e a l   t h a t   s h o u l d n ' t   b e  
21    u n d e r   s e a l   a n d   e s p e c i a l l y   t h i n g s   t h a t   I ' v e   a l r e a d y   r u l e d   o n  
22    t h a t   t y p e   o f   c a t e g o r y .

23                A n d   I   k n o w   s o m e t i m e s   t h e   o t h e r   s i d e   d e s i g n a t e d   i t ,  
24    y o u   w a n t   t o   u s e   i t   a n d   t h e   o t h e r   s i d e   w o n ' t   l e t   y o u   f i l e   i t  
25    n o t   u n d e r   s e a l .   S o   w h o e v e r ' s   f a u l t   i t   i s   u n d e r   s e a l ,   t h a t ' s

1 the side that is going to get sanctioned because this is  
2 ri di cul ous.

3 The volume of documents that you've been  
4 submit ting, the number of under seal documents is what has  
5 caused all of your rulings to be delayed not to mention an  
6 extraordinary and unnecessary amount of time for both my law  
7 clerk and me to just try to be diligent with regard to all  
8 of these things. It's practically impossible. You've taken  
9 up half of my law clerks' offices with your boxes.

10 Number 3, we'll hold off on and see what happens  
11 with the Zaidi and Mead.

12 All right. Testimony that the market and venue  
13 ticketing services is competitive. I don't see any reason  
14 why the expert can't testify but there's issues with regard  
15 to the Consent Decree, I understand.

16 I'm not sure that 16(h) really applies in this  
17 particular context and certainly there has to be a way that  
18 that information can be used.

19 And so I think what you ought to do is just talk  
20 about -- talk to each other about a way that the information  
21 can come in. The explanation can come in without referring  
22 to a Consent Decree or a settlement agreement.

23 If you can work that out, that would be the best.  
24 Otherwise, I'll just let you know what I think can and can't  
25 be used. But I think it would be better not to give too

1 many details. Then we have to explain what a Consent Decree  
2 is and all this other stuff.

3 And as I said, talking about the interpretation of  
4 contracts, you need to propose to me what to tell the jury.  
5 So does this eliminate any of the witnesses or shorten the  
6 witnesses' testimony if I just tell the jury what the  
7 contracts say or what they mean?

8 MR. WALL: It would definitely shorten it without  
9 a doubt. I can't think right off the top of my head whether  
10 it eliminates anybody but it definitely shortens it.

11 THE COURT: Is there a purpose to this industry  
12 practice testimony if the contracts control? Or does it  
13 have some other --

14 MR. WALL: Well, I mean, Your Honor has put the  
15 legality of the industry, you know, practice squarely an  
16 issue in your ruling on summary judgment. We have to defend  
17 this now. We have to say why it's reasonable and certainly  
18 one of our main points is this is really venue driven.

19 I mean, I'll tell you there's an irony to all of  
20 this because if you'd just like to enter an order  
21 eliminating all exclusive agreements in the ticketing  
22 industry right now, it wouldn't be a bad thing for  
23 Ticketmaster.

24 We have to pay for these things in competition  
25 because this is how the venues want to do it so we have to

1 put that case on. Now, that it is an industry phenomenon  
2 and it's not just some Ticketmaster plot to take over the  
3 world.

4 THE COURT: Okay.

5 MR. LORIG: Your Honor, we would certainly  
6 stipulate that there is no exclusive --

7 *(Laughter.)*

8 THE COURT: Well, I don't know it's a one-sided  
9 stipulation then.

10 All right. The defendants, The String Cheese  
11 Incident. The Complaint and the settlement agreement and  
12 the terms of the settlement aren't coming in.

13 But if there are relevant admissions by a party,  
14 then they're all admissions by a party. So I think the  
15 plaintiff, if it wants to use any of these, you need to make  
16 a list.

17 I know you don't know yet whether there'll be any  
18 contrary testimony; but if there's admissions that you think  
19 you'll need to use, I think you should make a list, provide  
20 it to the defendants so they can indicate in advance if  
21 there are objections.

22 Just because they are admissions doesn't  
23 necessarily make them relevant now; but I can't really tell  
24 the relevance until the time of trial. But you guys can so  
25 it really would be better, again, if you would work on this

1 and I don't think there should be any discussion that these  
2 statements come from a settlement agreement.

3 So the question to impeach the witness, which I  
4 assume is the point, would be, you know: Didn't  
5 Ticketmaster say this at some point in the past without  
6 saying: Didn't you settle a lawsuit on this same topic or  
7 some such thing.

8 Damages relating to trade secrets and the CFAA  
9 claims. I'm inclined to grant it in part and deny it in  
10 part. I don't know where the computation of lost business  
11 value damages resulting from the trade secret and CFAA  
12 claims is, although I think in your papers plaintiffs kept  
13 saying there was one or that Mr. Yurkerwich came back and  
14 said, yes, I was doing it for this purpose.

15 But if it hasn't been disclosed, then it can't be  
16 used so he can't present a damages argument for the trade  
17 secret and CFAA claims alone based on the lost business  
18 value so -- and as we're going through, I think that means  
19 some of these jury instructions can be deleted or need to be  
20 deleted as well.

21 Nondisclosure of the Section 1030(e)(11) losses.  
22 If you didn't disclose it, you can't seek them but I don't  
23 think that means -- I don't think it goes to the standing  
24 issue.

25 Were you trying to contest the standing now?

1 Making some kind of motion on --

2 MR. WALL: Mr. Schechter will address this, Your  
3 Honor.

4 THE COURT: Thank you.

5 MR. SCHECTER: Yes. As a matter of standing,  
6 after the plaintiff amended the Complaint in late  
7 February-early March, they amended their disclosures to add  
8 witnesses, to add subject matter related to the trade  
9 secrets and the CFAA claim.

10 None of those witnesses identified that they were  
11 going to testify as to loss. There were no documents  
12 produced until two weeks ago when we got a computation of  
13 loss and a fourth amended disclosure.

14 So it's a matter of disclosure to us, Your Honor,  
15 and we would contest standing because there was never any  
16 disclosure in discovery about what the loss was and what  
17 comprised it; and there's case law where courts have come  
18 out multiple ways depending on what the law says. We had no  
19 ability to test it, to do discovery on it.

20 THE COURT: Well --

21 MR. LORIG: Your Honor, Ms. Trebicka is prepared  
22 to argue that for our side.

23 THE COURT: All right. Well, you got prepared so  
24 I'll hear from you.

25 MS. TREBICKA: I'll take the lectern then.

1 THE COURT: Please.

2 MS. TREBICKA: This one suits my height better so  
3 I'll take this one.

4 THE COURT: Actually, the lectern goes up and down  
5 which is really neat for us short women. I can't tell if  
6 you're really short. I am.

7 MS. TREBICKA: So, Your Honor, the loss that they  
8 are now contesting we never disclosed is a jurisdictional  
9 issue and that's very clear in the text of this passage  
10 itself.

11 And the term "loss" it says is something that any  
12 person who suffers damage or loss by reason of a violation  
13 of this section may maintain a civil action.

14 So it's purely a jurisdiction threshold and it  
15 does not need to be disclosed and it does not need to be  
16 disclosed because FRCP 26(a)(1)(A)(iii) which requires a  
17 disclosure that now defendants are relying on only requires  
18 disclosure of a computation of the category of damages.

19 This is a jurisdictional issue. It's a threshold  
20 issue. It's not a category of damages.

21 THE COURT: I agree with that argument and so  
22 that's why I was asking counsel whether they were disputing  
23 standing now which I suppose, if it's not in the Complaint,  
24 they could still do.

25 MS. TREBICKA: It is in the Complaint, Your Honor,

1 and --

2 THE COURT: So you just gave a statement of the  
3 loss but without details; is that --

4 MS. TREBICKA: We provided sufficient details and,  
5 frankly, they didn't ever -- they did never contest the  
6 sufficiency of the pleadings on the loss.

7 THE COURT: Right.

8 MS. TREBICKA: And in all the cases that defendant  
9 are now citing for the proposition that we should not have a  
10 CFAA because we don't have standing, because we haven't  
11 disclosed the loss, actually deal with either judgment on  
12 the pleadings or a motion to dismiss.

13 So they don't really help here. We disclosed we  
14 have more than \$5,000 in loss. They never contested the  
15 sufficiency of the pleadings. Now is not the time. If they  
16 do, then I suppose we'll deal with it but this is not the  
17 proper mechanism, Your Honor.

18 THE COURT: Okay. Well, I can dismiss any claim  
19 right now that I feel I don't have jurisdiction over so not  
20 only can I but I should; and so I'm asking the defense: Is  
21 there an argument that did you have no warning from the  
22 pleadings that they were alleging more than \$5,000 in loss  
23 as a jurisdictional matter?

24 MR. SCHECTER: There was notice pleading, Your  
25 Honor. The issue is whether they had disclosed evidence

1 during discovery that would permit them to put on proof.

2 We're in a bit of an odd posture on the trade  
3 secret --

4 THE COURT: Do they need to put on proof of the  
5 jurisdictional issue?

6 MR. SCHECTER: Oh, absolutely. They're going to  
7 have to prove that they suffered at least \$5,000 worth of  
8 loss. And in fact there really is no debate about that  
9 because on September 21<sup>st</sup> of this year we received a  
10 fourth supplemental disclosure which contained a two-page  
11 chart -- I can pass it up to Your Honor -- which details the  
12 hourly expense of the employees.

13 We received that six months -- five and a half  
14 months after the close of discovery.

15 THE COURT: Okay. Well, they can't get that as  
16 damages but that's different from a jurisdictional  
17 allegation.

18 MR. SCHECTER: Understood, Your Honor. But what  
19 we're left with is -- and I understand the Court's ruling --  
20 is there's no documents produced during discovery that  
21 categorize the loss.

22 So we contest loss. They pled it. They could  
23 prove it. We contest it and there's no witness disclosed  
24 about loss and there was no disclosure of what the dollar  
25 figures were that comprised loss so that we could wait until

1 trial but there will be a JMOL at trial because there is no  
2 cognizable evidence testimonial or documentary that can come  
3 in.

4 Again, we received this computation but we  
5 received it three weeks ago or a month ago now.

6 THE COURT: All right. I'll figure that out at  
7 trial if I have to.

8 All right. Motion in limine re certain evidence  
9 to establish antitrust damages. This really seems like a  
10 summary judgment motion to me and it should be argued to the  
11 jury so I'm inclined to deny that motion.

12 MR. WALL: May I be heard, Your Honor?

13 THE COURT: Yes.

14 MR. WALL: So let me explain why. First of all,  
15 why I think this is an in limine motion. Again, this  
16 relates back to the point we're dealing with these 139  
17 artists.

18 When we got the damages disclosure and so forth,  
19 Mr. Yurkerwich had the six categories you've already  
20 addressed. Three of them are specifically related to the  
21 fan club; three are not.

22 In the category of the ones that are not, which  
23 we're talking, you know, well over a hundred artists here  
24 so, you know, it's 88 percent of the damages falls outside  
25 the ones that are related to the fan clubs specifically. So

1 it's by far the bulk of the damages.

2 Those include artists like Beyonce and Jay Z.  
3 It's two million total Ticketmaster tickets at which they  
4 said they would have the presales, where the entirety of the  
5 showing that is made in Mr. Yurkerwich's report and which  
6 appears to be trying to get back to this database that they  
7 kept, is that Beyonce's husband Jay Z is a very close  
8 business partner with Live Nation which is true and, as a  
9 result of that, that was sort of an impenetrable problem in  
10 their getting the business.

11 It includes also the artist Miley Cyrus. This is  
12 341,000 tickets where the internal Songkick document says  
13 that they're not using CrowdSurge because Live Nation pulled  
14 out their checkbook which on the face of it sounds like  
15 competition.

16 But regardless, it isn't anything that has to do  
17 with restrictive fan club criteria or the exercise of  
18 exclusive rights or anything like that.

19 That's what they're saying it includes the  
20 Zack Brown band, 350,000 tickets where the document says  
21 that they did a deal with Ticketmaster this year; we might  
22 get them next year and all sorts of things like that.

23 Now, it has been --

24 THE COURT: Sounds like some of this is evidence  
25 for you, not them.

1 MR. WALL: Indeed. But my point is that it has  
2 been the law for a long, long time in the antitrust field  
3 that regardless of whatever leeway one may have under the  
4 Bigelow case with respect to the extent of damages, that  
5 damages can only be based upon anticompetitive conduct.

6 And our point here is we're looking at a report  
7 where for 88 percent of the damages we can't see anything  
8 other than a rhetorical connection to the actual practices  
9 that they have complained about.

10 Now, for one of those categories, Your Honor has  
11 sort of alluded to it earlier, it's explicitly based on  
12 things that Live Nation did; and that's not an issue whether  
13 Live Nation would be accountable for what Ticketmaster does.

14 It's a question -- there aren't any claims against  
15 Live Nation; that it's about Live Nation conduct in its own  
16 capacity as a concert promoter and so forth.

17 So I don't see how anything on that basis should  
18 be allowed to come into evidence. For others, it's a close  
19 call.

20 What we're really talking about here by the way we  
21 make this in limine motion, Your Honor, is we need a  
22 protocol, we need a criteria for how something -- it's not  
23 just the hearsay issue which is a related issue.

24 It is how does this get validated as being  
25 potentially related to one of the things they say is

1 unlawful as opposed to this amorphous concept of this is  
2 pressure and harmed relationships and things which could  
3 just as easily be competition as anti competitive effects.

4 So we raised it here as a kind of clarion call to  
5 say this is just going to happen over and over again at this  
6 trial. We don't -- we fully understand Your Honor is not  
7 going to want that to happen at trial.

8 So how do we get ahead of this issue and have some  
9 way to make sure that the only evidence that is presented  
10 relates to claims and is admissible evidence about the  
11 effects of those claims?

12 MR. WOLFSON: May I respond, Your Honor?

13 THE COURT: Yes.

14 MR. WOLFSON: Your Honor, one thing that's  
15 uncontested in the case is the law on a 100 percent  
16 parent-owner's liability, direct liability for its  
17 subsidiary's anti competitive conduct.

18 And in agreed jury instruction No. 32, the parties  
19 agree that the law is that if the 100 percent parent  
20 corporation directs, aids, participates in a subsidiary's  
21 anti competitive scheme, then it is directly liable for those  
22 acts and for its subsidiary's acts.

23 Here Mr. Wall is saying: Well, we don't  
24 understand how this could at all be possible that Live  
25 Nation's conduct is connected to this scheme.

1 Well, what the evidence has shown is that -- and  
2 we've talked about this in our opposition -- Live Nation did  
3 the following: It enforced the fan club. It was out in the  
4 market saying you have to abide by the fan club.

5 It was talking to its artists saying you're going  
6 to face a lot less, you know, resistance if you're using  
7 Ticketmaster instead of Songkick.

8 It entered into agreements where its artists were  
9 then -- well, artists that promoted because the artists were  
10 represented separately by managers -- where they were  
11 agreeing to use Ticketmaster for artists presales.

12 Again, this is an element of exclusive dealings,  
13 substantial foreclosure. It's not just Ticketmaster's  
14 contracts here that are at issue. It's also the agreements  
15 to foreclose competition from rival competitive artist  
16 presale ticketing service providers.

17 Your Honor, I think really hit it on the head that  
18 this is a summary judgment motion in disguise. Category one  
19 of three categories that defendants challenge here is where  
20 Ticketmaster or Live Nation threaten to pull marketing away  
21 from artists or prevent them from running album bundles or  
22 fan club bundles on 92 percent of their tickets if they use  
23 any artist presale ticketing service provider other than  
24 Ticketmaster.

25 That was an argument they raised in summary

1 judgment. It was rejected in Your Honor's recent order. So  
2 category one immediately is something that Your Honor has  
3 already said that goes to the jury.

4 The idea that there's these narrow boxes that, you  
5 know, we are somehow foreclosed from bringing up Live  
6 Nation's conduct because Live Nation itself is not accused  
7 of tying concert promotion to ticketing services.

8 Again, that was an issue that Your Honor dealt  
9 with in the summary judgment order ruling that this is about  
10 exclusionary conduct in the market based on agreements,  
11 based on contracts, based on the Live Nation enterprises'  
12 overall conduct within the relevant markets.

13 To be clear, we're not arguing that Live Nation's  
14 conduct is relevant as a concert promoter but as  
15 Ticketmaster's parent corporation and the party directing  
16 Ticketmaster to do these acts.

17 Michael Rapi no, the documents have shown, as we've  
18 cited in summary judgment opposition in papers, is up to his  
19 elbows in this and he was specifically directing when fan  
20 club policy related communications go out to the market,  
21 receiving updates constantly on these activities, asking:  
22 How are we going to get out there and beat CrowdSurge? How  
23 are we going to get out there and beat Songkick?

24 You also have to take in mind that it's the  
25 overall combined effect here that matters. Because

1 Ticketmaster has its fan club policy out in the market.

2 It's aggressively enforcing the fan club policy.

3 It's telling people it cannot use any other presale provider  
4 but Ticketmaster; and it's creating the market dynamic  
5 underlying these three categories of conduct where sometimes  
6 it was Ticketmaster committing these acts, sometimes it was  
7 Live Nation then stepping in as part of a multi-punch combo.

8 You had Ticketmaster for example in the  
9 Paul McCartney situation. You had Ticketmaster soften him  
10 up and then who comes in and closed the deal?

11 Michael Rapino from Live Nation.

12 So, again, these are factual issues. These are  
13 issues that the jury is going to have to look at. They're  
14 going to have to look at it within the context of all the  
15 other acts and the jury is going to have to decide is this  
16 part of the overall competitive scene? Are these acts that  
17 give rise to damages?

18 To the extent that Mr. Wall was saying that none  
19 of this ties to our theories addressed. It ties into  
20 exclusive dealing such as forcing artists into exclusive  
21 deals for artist presale ticketing services with  
22 Ticketmaster, extending Ticketmaster's contracts so they are  
23 effectively exclusive deals for all tickets despite any  
24 house-seat carve-outs. Live Nation itself entering into  
25 these exclusive deals.

1           To the extent that Live Nation was coordinating  
2     the vertically arranged boycotts so that these artists  
3     wouldn't use Songkick, that's again analyzed under the rule  
4     of reason as Ticketmaster is 100 percent parent corporation,  
5     aiding Ticketmaster's monopolization attempts.

6           And to us this really is a quintessential fact  
7     issue for the jury to decide. It's not something where you  
8     can just say this is categorically not tied to Songkick's  
9     claims.

10           THE COURT: Let me go back because you mentioned a  
11     couple of different things and make sure I understand.

12           You mentioned several different types of anti-trust  
13     claims and I don't know whether you're planning on  
14     proceedings with all of them.

15           You've got the tying exclusive dealing,  
16     hub-and-spoke, and this vertically arranged boycott so is  
17     Songkick planning on going forward with each of these  
18     different theories?

19           MR. WOLFSON: Your Honor, the hub-and-spoke  
20     conspiracy, they've asserted that we've alleged a  
21     hub-and-spoke. We don't.

22           THE COURT: Okay.

23           MR. WOLFSON: Yeah.

24           In terms of tying claims, that's a portion of our  
25     overall claims. Exclusive dealing also a portion of our

1 overall claims, yes. Vertically arranged boycotts, a  
2 portion, absolutely.

3 THE COURT: Okay.

4 All right. Now, the fan club policy, defendant's  
5 motion in limine. I'm not really sure what part the fan  
6 club policy is playing in this case overall. I don't know  
7 if it's a sideline or how important it is.

8 But is the plaintiff planning on using any  
9 documents that haven't been produced?

10 MR. WOLFSON: This is their other motion in  
11 limine, Your Honor?

12 THE COURT: Yes.

13 MR. WOLFSON: No. Except to the extent documents  
14 are public or for impeachment purposes but --

15 THE COURT: Well, for impeachment purposes the  
16 fact the document is public doesn't mean you're not to turn  
17 it over to them.

18 MR. WOLFSON: No. I'm sorry. Are you saying that  
19 we have to turn it over for discovery purposes or if they  
20 request it?

21 THE COURT: Or at least identify it.

22 MR. WOLFSON: Sure. We're not -- for making our  
23 case on fan club policy compliance, we are intending on  
24 relying on documents that were produced in the case.

25 THE COURT: Okay.

1           And what about this testimony? You going to have  
2 people testify to the way things looked even though you  
3 don't have any evidence now of what it looked like?

4           MR. WOLFSON: First of all, Your Honor, one of the  
5 assumptions in that question is that we don't or didn't  
6 produce anything about how Songkick helped their artists  
7 comply with the policy; and we actually -- we disagree with  
8 defense characterizations along those lines.

9           We produced 363,000 documents, 152,000 of which  
10 came from the head of compliance at Songkick. She alone  
11 produced more than five times as many documents as --

12           THE COURT: I don't know why you keep saying that.  
13 What difference does it make how many documents each side  
14 submitted? So you produced more than they did. I hope they  
15 produced everything they were supposed to. Maybe they had  
16 fewer so it's not relevant to anything.

17           My question was: Do you plan on having people  
18 testify to the way something looked even though there's no  
19 document showing what it looked like?

20           It's a simple question.

21           MR. WOLFSON: Your Honor, we -- the way something  
22 looked, I don't believe so. But to the extent of the  
23 substance of content in fan clubs generally speaking, yes,  
24 because they will say things like: We worked with our  
25 clients to put up context and put up pictures and videos.

1 But saying for Jack Johnson on September 14<sup>th</sup>,  
2 he had a picture with a blue guitar and red stripes signed  
3 for his clients. That's not, unless we can base it off of  
4 documents under the rules, that's not our intention.

5 THE COURT: All right.

6 Then we have these various categories of evidence  
7 that may or may not be hearsay and may or may not be subject  
8 to an exception. So testimony about statements of artists,  
9 managers, about why the artist was not using Songkick.

10 I assume that somebody is -- this is not going to  
11 be through Yurkerwich. It's going to be through somebody  
12 else who is going to testify to what the manager said either  
13 to that person or in some other form that's going to make it  
14 admissible?

15 MR. WOLFSON: Yes, Your Honor.

16 THE COURT: And so give me an example.

17 MR. WOLFSON: We submitted a couple of  
18 declarations from folks like Matt Jones, the CEO of  
19 Songkick, Stephen Glick.

20 THE COURT: You mentioned Mr. Glick and there  
21 was an excerpt of something from his declaration and it  
22 seemed to me the first part where he was saying somebody  
23 said something to me is likely admissible but then it went  
24 on to say: And I understand these conversations continued.  
25 That there's no basis for that.

1 MR. WOLFSON: And, Your Honor, I think we will --  
2 not think. We will tailor testimony to make sure that it is  
3 admissible within those lines.

4 THE COURT: Okay. So the Emmert case is not  
5 really relevant here. There are several cases. I wish  
6 there were more. But there are several that interpret the  
7 motive aspect of 803 and so it seems to me that the  
8 statements, to the extent they're direct statements and  
9 recognizing that's only one of the levels of hearsay we have  
10 to deal with or I have to deal with, that the statements of  
11 their motive for not using Songkick or using Ticketmaster  
12 are admissible under 803.

13 I have a whole lot of problems with the way that  
14 rule seems to apply to this case but I can't change the  
15 rules. So the information comes in for motive if it's  
16 properly presented but not for the truth of the matter  
17 asserted.

18 It's a little bit beyond me of what use it is if  
19 it's not for the truth of the matter but that will be the  
20 instruction that the jury will get. I don't, again, go into  
21 this fan club. I'm not sure what --

22 MR. GASS: Your Honor, may I be heard briefly  
23 before we move on?

24 THE COURT: Let me finish these.

25 The testimony about statements of artists'

1 managers about the belief that the fan club was compliant, I  
2 don't even know what that has to do with anything.

3 But if an artist-manager is on the stand and he  
4 wants to talk about that, I guess I'll rule on its  
5 admissibility when it comes to that.

6 By the way, all the motions in limine are  
7 tentative and should something happen at trial that suggests  
8 that I might be inclined to change my ruling, you should  
9 certainly bring that to my attention.

10 Hearsay in these e-mails, I have no clue as I said  
11 before. I have no way of knowing if some of the e-mails  
12 could be presented for a non-hearsay purpose.

13 I don't know who they're to or from and I don't  
14 know what they say so to the extent that plaintiff wants to  
15 submit these e-mails as evidence, you need to let me -- you  
16 need to gather them together and provide them to me in  
17 advance.

18 I don't want to be ruling on these things on the  
19 fly. There's, frankly, too much at stake in this case for  
20 both sides and I'd like to try this and I'm sure you would  
21 like me to try this only once; and so the more advanced  
22 notice I have about hearsay issues, which are often very  
23 difficult to deal with, the better.

24 The database of conversations, I'm not sure.  
25 Doesn't appear that the defendants are contesting these are

1 business records.

2 So if a certain document meets the test for  
3 business records and there's no objection and certainly if  
4 the statements weren't made or recorded in anticipation of  
5 litigation, then those may well come in.

6 But as I said, I really need to get these things  
7 in advance so I can give you my best effort at making the  
8 right ruling.

9 And you may need, if you find some more authority  
10 that's targeted to the types of evidence and provide it to  
11 me in advance, that could be very helpful.

12 So, Counsel, you can address all the issues or  
13 whatever.

14 MR. GASS: Your Honor, thank you for the  
15 opportunity. Andy Gass on behalf of defendants.

16 I think Your Honor was exactly right in  
17 highlighting the limit on the articulation of the rule on  
18 cases like the Equifax case where the courts are clear that  
19 the hearsay evidence, for example with respect to the  
20 alleged cause of the lost business that Songkick is  
21 asserting -- can never come in, quote, as evidence of facts  
22 recited as furnishing the motive.

23 And the reason why that's important is that is  
24 precisely what Songkick is going to try to do; and I say  
25 that with confidence because we heard Mr. Lorig earlier

1 today say that in the relevant part of their case they plan  
2 to have three witnesses come up and explain the basis for  
3 how Songkick lost the business of these 139 artists;  
4 Mr. Glick, Ms. Bellin, and Mr. Block.

5 That's the only evidence they're going to have  
6 that, for example, Adam Flick at Creative Artists Agency  
7 threatened Fleetwood Mac or the Eagles; and on the basis of  
8 those threats, Fleetwood Mac and the Eagles decided not to  
9 do business with Songkick. There's nothing else that they  
10 will have.

11 So when Mr. Jones, for example, or someone else  
12 tries to testify: I talked to Adam Flick. Here's what he  
13 told me. That testimony is not relevant to motive unless  
14 there's some other evidence that Live Nation actually issued  
15 those threats.

16 So that's really the basis for the motion in  
17 limine; that there isn't going to be a non- -- it's going to  
18 be a permissible purpose for this testimony given the way  
19 that they're going to try to show the fact of the cause.

20 THE COURT: All right.

21 And somewhere over here I cut you off early on and  
22 said I was going wait to the end and then we ended up  
23 arguing each individual one so I will give you the  
24 opportunity to argue about any of these that you want.

25 *(Counsel conferred.)*

1                   (Pause in the proceedings.)

2                   MR. LORIG: I don't think we need to add anything.  
3 Looking at some people, there's silence. I don't believe  
4 so, Your Honor.

5                   THE COURT: Okay.

6                   MR. WALL: Same, Your Honor. I'm sorry.

7                   THE COURT: All right.

8                   I've taken a pass through your jury instructions.  
9 I wish you had agreed on more than you did but it looked to  
10 me like you were, on many of them, taking a model  
11 instruction, I think the ABA instructions for the most part,  
12 and then just tinkering with it in a way that suited your  
13 client which is what attorneys always try to do; but I may  
14 just take out all the tinkering and go with the model  
15 instruction or I may make improvements or changes.

16                  Ordinarily, I would not even start a trial with  
17 this many disputes but I think we can handle this without  
18 delaying the trial especially since the trial will take at  
19 least a few days.

20                  While we're on --

21                  MR. WALL: Your Honor, may I just highlight maybe  
22 two issues on the jury instruction and I'll say no more  
23 about them today?

24                  THE COURT: Sure.

25                  MR. WALL: One is we have a major substantive

1 disagreement as to whether any of the model forms, but in  
2 particular the ABA model form, is consistent in its  
3 articulation of the rule of reason and the role of less  
4 restrictive business alternatives vis-à-vis the O'Bannon  
5 case, the most recent Ninth Circuit case on this issue.

6 The O'Bannon case sets a stepwise way of dealing  
7 with this that the steps are simply different than what one  
8 finds in the ABA model rule; and one doesn't get to the  
9 balancing step under the O'Bannon decision except under  
10 certain specific and restricted circumstances.

11 So I would just -- I will say no more about it  
12 today. That is one that I ask you to take a look at because  
13 I do think that there is just a circuit variation.

14 The second point is that the other sort of  
15 meta-dispute between us is that as to this specificity of  
16 the instructions about the practices that are pled in the  
17 Complaint and that are supposedly underlying their case.

18 The plaintiff is generally opting for highly  
19 generalized instructions. We're trying to make sure that  
20 the jury gets all the elements of all of the different  
21 offenses which are embedded into their theory.

22 And so those two things, I think more than  
23 anything, are the disputes and they're not just -- I mean,  
24 we fight over a lot. Don't get me wrong but those are  
25 good-faith differences of opinion about how the law works in

1 this area that I ask Your Honor to consider.

2 THE COURT: Well, certainly for the latter point I  
3 have to wait and see what comes in at trial to figure out.

4 MR. WALL: And I understand that that may be what  
5 it is. But that's really the essence of the dispute.

6 THE COURT: Okay.

7 MR. TERUYA: Kevin Teruya from Quinn Emanuel for  
8 plaintiff Songkick.

9 Your Honor, on the issue regarding O'Bannon, we  
10 don't agree that the O'Bannon case changes the  
11 well-established four-step procedure under the rule of  
12 reason.

13 We submitted a supplemental authority including a  
14 case called County of -- hopefully I pronounce this  
15 correctly -- Tuolumne.

16 THE COURT: Tuolumne.

17 MS. TREBICKA: In which lays out a four-step  
18 process where there's first the plaintiff showing  
19 anti-competitive effect or harm, then the defendant showing  
20 pro-competitive benefits, then the plaintiff having an  
21 opportunity to undermine the defendant's showing of  
22 pro-competitive benefits.

23 And if the plaintiff does not undermine the  
24 defendant's showing, then, as the name of the rule suggests,  
25 there's a rule of reason balancing test where the court --

1     sorry -- where the fact-finder would weigh the  
2     anticompetitive effect against the pro-competitive benefit  
3     to determine whether on balance the conduct is reasonable.

4             And the O'Bannon case did not overrule that  
5     approach and in fact the O'Bannon case cites favorably  
6     County of Tuolumne on the least restrictive alternatives  
7     approach.

8             And we also think that this approach makes sense  
9     because one can imagine a situation where conduct, even  
10    though there is no less restrictive alternative, would have  
11    huge anticompetitive effects but very small pro-competitive  
12    benefits.

13            And in that circumstance, it wouldn't make sense  
14    for the fact-finder not to be able to say that this conduct  
15    is not reasonable because of the huge anticompetitive effect  
16    in comparison to the pro-competitive benefit.

17            In addition, with respect to the fact that the  
18    plaintiff's -- the defendants want to fill in the blanks in  
19    the models which we have predominately used in certain ways  
20    to limit our claims, we don't think that that is  
21    appropriate.

22            You know, we have tried to stick to the models as  
23    much as possible and -- but there are blanks in the models  
24    and the defendants would like to fill in the blanks about  
25    our claims in certain ways that narrow them.

1           And as Your Honor said in her summary judgment  
2 order, as we've heard several times today, some of this  
3 conduct may not fit neatly into a box.

4           And just because something doesn't fit neatly into  
5 the tying box or exclusive dealing box doesn't make it okay  
6 or not anti competitive under the anti trust laws.

7           And so we think we should be able to have to fill  
8 in the boxes or pick which instruction is appropriate among  
9 the ones in the model.

10           You know, we shouldn't have to go with the  
11 hub-and-spoke conspiracy instruction if that's not what  
12 we're claiming; and so we think as the plaintiff we should  
13 be allowed to pick or otherwise we would submit on what  
14 we've put in the statements in our submissions on the jury  
15 instructions.

16           THE COURT: Well, actually I'll get to pick so.

17                           *(Laughter.)*

18           THE COURT: Thank you.

19           MR. TERUYA: Thank you.

20           THE COURT: All right. I'll know better how many  
21 jurors we'll need when we figure out how much time this  
22 trial is going to take; but each side gets three  
23 peremptories as you probably know.

24           The verdict form. I'm not -- repeat not --  
25 sending a 44-page, 95-question verdict form to the jury.

1 They will just quit. They don't get paid either.

2 They don't need to find every element. We'll give  
3 them the jury instructions that tell them when they can find  
4 for the plaintiff and the cross-complainant; and if they  
5 find all those elements by a preponderance of the  
6 evidence -- and you can certainly remind them of all of that  
7 in the closing -- so the plaintiff's version is much closer.

8 I don't need any advice from the jury. Thank you  
9 very much. Unless there's a law that says I have to ask for  
10 their advice so we don't need instructions on the equitable  
11 claims. There's already too many instructions and too many  
12 questions on the verdict form.

13 We do need to figure out how to deal with the  
14 issue of damages so you need to think further about that. I  
15 don't want to end up with a verdict form that we all look at  
16 and say: Well, now how do we figure out what they really  
17 meant to do and whether there is inappropriate duplication?  
18 So I suggest you keep working on that.

19 You submitted a stipulation concerning the trial  
20 and I certainly appreciate that you agreed on something and  
21 you can stipulate to whatever you want.

22 But if there's documents that you know you want to  
23 use and the other side is going to object, again, if you let  
24 me know as soon as possible what they are, the categories  
25 are, so that I can make the best -- my best effort at a

1 proper ruling that would be to everyone's benefit.

2 And you mentioned something about hopefully after  
3 2:00 o'clock I can rule on things like depositions and  
4 objections.

5 The reason I go from 8:00 to 2:00 is because I  
6 have a day job and it starts at 2:00 o'clock when I get rid  
7 of my trial. We are six judges down. We should have eight  
8 more than we have. That means we're 14 judges down and we  
9 have 22 active judges.

10 So I can only do what I can do so I can't give up,  
11 stop working for all the other citizens in the district for  
12 the time it takes for you to try your case.

13 So I will do my best but you really need to focus  
14 on getting as much agreed to as you can and I'll do as much  
15 as I can to address the issues in a way that helps you  
16 present your case effectively.

17 And again with regard to the deposition testimony,  
18 I have no idea what the depositions were like. Sometimes  
19 the lawyers only make valid objections. Actually it doesn't  
20 happen all that often but sometimes they object to every  
21 question for no good reason.

22 So if there's a few objections, I can rule on them  
23 in time enough for you to use them the next day; but if it's  
24 full of objections that I have to rule on, as I said, I may  
25 not be able to drop everything and rule on that at 2:00 p.m.

1 except if it's 2:00 p.m. on an Friday since I always work  
2 over the weekends anyway.

3 If it's 2:00 p.m. on a Friday, I can probably  
4 e-mail you my responses by Sunday and have you working on it  
5 by Tuesday. But I can't promise that.

6 And also with regard to the time, you need to  
7 agree on the time to be attributed to each of you. I'm not  
8 going to be able to tell which one of you gets the time  
9 charged.

10 With regard to those video depositions, generally  
11 we don't report those. We'll just have the transcripts  
12 attached to the record.

13 So is that agreeable to everybody?

14 MR. WALL: Yes, Your Honor.

15 MR. LORIG: Yes, Your Honor.

16 THE COURT: All right. Fine.

17 Well, I think we've -- at least I hope we've done  
18 enough for one day. Somebody rolled in a cart full of  
19 boxes. I hope those weren't for me.

20 MR. LORIG: No, Your Honor.

21 THE COURT: Okay. I have a whole bunch of boxes  
22 for you. I don't know when you want to arrange to take  
23 those out of here but the sooner the better.

24 What's your suggestion with regard to the trial  
25 date? I think you have a lot to think about here and a lot

1 to talk about with the mediator.

2 MR. WALL: Well, I'll tell you that I think that  
3 the best thing for all parties concerned is if Your Honor  
4 were to set a trial date sometime in mid-February. I don't  
5 think you'll see us if you do that.

6 MR. LORIG: Your Honor, I originally wanted a  
7 trial date after Thanksgiving where it's going to conflict  
8 with your criminal trial.

9 But since Your Honor appears to be granting in  
10 part the Daubert, it seems to me that we need the time to  
11 fix Mr. Yurkerwich's report, give it to them in enough time  
12 for them to take his deposition and so I would ask for a  
13 January -- February is -- I have a conflict in February but  
14 if Your Honor can make room for us in January, it would be  
15 good for us.

16 MR. WALL: I did not anticipate the fix and  
17 redepose Mr. Yurkerwich part of this so --

18 THE COURT: Well, I don't think there's -- I'm  
19 just going to make a suggestion based on looking at it  
20 already.

21 I think all of the information is in there. I do  
22 think it would have to be presented to the jury in a  
23 different way, but I don't know why there would be any need  
24 to redepose him.

25 It's just taking the information that's in there

1 that I've allowed because there's no category so he couldn't  
2 aggregate the information. It would have to be separated  
3 out.

4 But if it's not -- if the information isn't  
5 already in the report, I haven't been asked to and I'm not  
6 reopening the expert witness deadline for him to do  
7 something that he hasn't already done.

8 MR. WALL: I just -- I fear, Your Honor, that it  
9 would just be better for all around if we had a little bit  
10 more time to react to this; and the last thing I want to do  
11 is to go another round and round with depositions and stuff.  
12 I have no interest in that.

13 I just think that what's going to happen here as a  
14 practical matter is that a lot of the discussions we're  
15 going to have about settlement are going to be taking all of  
16 this into account.

17 THE COURT: Yes.

18 MR. WALL: What you've done here and that's not  
19 going to happen overnight. That's going to take some time  
20 and we're going to -- and the holidays are coming up which  
21 means it's going to be hard to grab the mediator and all  
22 that kind of stuff.

23 So I think that if you set us off in February,  
24 that's best chance to get --

25 THE COURT: I'm not going to set you off into a

1 month where Mr. Lorig has conflicts.

2 MR. WALL: I'm sorry. I'm sorry. I shouldn't  
3 have done that. I forgot that. The first of March if that  
4 would work.

5 THE COURT: Well, first of all, you need to get  
6 together with your calendars and then Ms. Plato has to look  
7 at my calendar.

8 Unfortunately, the way this works is the defendant  
9 has a right to go to trial within 70 days of the Information  
10 or the Indictment, et cetera, et cetera, et cetera; and they  
11 usually continue the trials with a Speedy Trial waiver and  
12 then that's the new date.

13 But anything past 70 days, it's -- I don't even  
14 know who's been indicted and who will be assigned to me yet.  
15 Once I have your date, then Ms. Plato will do her best to  
16 remind me when people are continuing their dates to stay  
17 away from that block of time.

18 But it also would be helpful before the mediation  
19 if you can -- and I certainly hope I don't see you again.  
20 No offense but --

21 MR. WALL: None taken.

22 THE COURT: -- if you could pare down your witness  
23 list, rethink it, and come up with better numbers so I can  
24 come up with a more realistic number.

25 If the one I have is not realistic but I can look

1 for a block of time that fits in at least what I think the  
2 time I'm going to give you and which is clearly going to be  
3 more than two weeks.

4 MR. WALL: May we take it as Your Honor's  
5 direction that we are to meet and confer and then to advise  
6 the Court of both a mediation date and a proposed trial  
7 date?

8 THE COURT: I think that would be helpful.

9 MR. WALL: Thank you, Your Honor.

10 THE COURT: All right. Thank you.

11 MR. LORIG: Your Honor, the only thing I would  
12 add.

13 THE COURT: Yes.

14 MR. LORIG: Because Songkick has been forced out  
15 of business, the longer this waits, the worse it is for  
16 them. That's why I asked for January but we will meet and  
17 confer and discuss it.

18 THE COURT: Okay; great. Thank you.

19 MR. WALL: Thank you very much, Your Honor.

20 (At 4:53 p.m. proceedings were concluded.)

21

22 -o0o-

23

24

25

CERTIFICATE

I, PAT CUNEO, CSR 1600, hereby certify that pursuant to Section 753, Title 28, United States Code, the foregoing is a true and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

Date: October 24, 2017

/s/ PAT CUNEO  
PAT CUNEO, OFFICIAL REPORTER  
CSR NO. 1600

MR. GASS: [2] 70/21 72/13

MR. LORIG: [88]

MR. SCHECTER: [4] 55/4 57/23 58/5 58/17

MR. TERUYA: [3] 11/14 76/6 78/18

MR. WALL: [38] 3/20 4/24 5/18 16/23

21/14 31/24 36/25 37/18 38/13 38/16

41/3 41/9 41/13 41/23 42/1 44/13

44/16 45/23 52/7 52/13 55/1 59/11

59/13 60/25 74/5 74/20 74/24 76/3

81/13 82/1 82/15 83/7 83/17 84/1

84/20 85/3 85/8 85/18

MR. WOLFSON: [20] 6/14 6/18 6/24

7/3 7/7 50/12 50/15 62/11 62/13 66/18

66/22 67/9 67/12 67/17 67/21 68/3

68/20 69/14 69/16 69/25

MS. TREBICKA: [7] 55/24 56/1 56/6

56/24 57/3 57/7 76/16

THE CLERK: [2] 3/2 3/8

THE COURT: [160]

\$

\$117 [1] 21/2

\$5,000 [3] 57/14 57/22 58/7

-

-and [1] 2/15

-oOo [2] 3/2 85/22

/

/s [1] 86/16

0

0600 [1] 2/19

1

10 [3] 12/7 12/19 18/10

100 [4] 10/24 62/15 62/19 66/4

100 million [1] 12/12

10250 [1] 2/12

1030 [1] 54/21

107 [1] 14/9

10th [1] 2/6

11 [3] 16/11 16/14 54/21

1100 [1] 2/13

117 [1] 15/7

117 million [2] 10/25 15/4

12 [1] 3/3

13 [3] 13/14 18/19 18/23

139 [7] 17/4 33/8 44/19 45/20 46/25

59/16 73/3

14 [3] 14/3 42/7 80/8

14.0 [2] 14/8 14/9

14th [3] 49/17 49/20 69/1

15-9814 [1] 1/9

152,000 [1] 68/9

16 [2] 49/18 51/16

1600 [4] 1/25 2/22 86/3 86/17

1782 [1] 2/24

2

20 [2] 20/25 40/2

2000 [1] 2/18

2012 [1] 9/17

2013 [1] 9/17

2014 [2] 9/17 30/1

2015 [4] 9/17 10/23 11/10 15/4

2017 [5] 1/22 3/1 15/6 16/13 86/11

213-443-3047 [1] 2/7

213-894-1782 [1] 2/24

21st [1] 58/9

22 [1] 80/9

23 [2] 1/22 3/1

24 [1] 86/11

26 [1] 56/16

28 [4] 48/23 49/8 49/14 86/4

2:00 [6] 80/3 80/5 80/6 80/25 81/1 81/3

2:54 [2] 1/22 3/1

3

30 [1] 48/23

3047 [1] 2/7

32 [2] 11/20 62/18

341,000 [1] 60/12

350 [1] 2/23

350,000 [1] 60/20

363,000 [1] 68/9

4

415-391-0600 [1] 2/19

424-653-5500 [1] 2/14

424-653-5501 [1] 2/14

4311 [1] 2/23

44-page [1] 78/25

4565 [1] 2/24

46 [3] 11/19 12/16 13/13

47 [1] 19/25

4:53 [1] 85/20

5

50 [1] 46/18

505 [1] 2/18

51 [1] 19/25

5500 [1] 2/14

5501 [1] 2/14

6

60 [1] 46/19

6538 [1] 2/19

7

70 [2] 84/9 84/13

753 [1] 86/4

8

803 [2] 70/7 70/12

85,000 [1] 31/21

865 [1] 2/5

88 percent [2] 59/24 61/7

8:00 [1] 80/5

9

90012-4565 [1] 2/24

90017 [1] 2/6

90067 [1] 2/13

92 percent [1] 63/22

94111-6538 [1] 2/19

95-question [1] 78/25

9814 [2] 1/9 3/3

A

ABA [3] 74/11 75/2 75/8

Abarca [1] 15/21

abeyance [1] 6/16

abide [1] 63/4

ability [1] 55/19

able [1] 6/3 6/8 9/5 15/3 45/8 34/9

39/20 77/14 78/7 80/25 81/8

about [61] 3/13 5/5 6/6 6/7 8/14 13/24

14/4 19/9 21/21 22/10 22/21 24/18

25/11 27/25 29/10 31/1 32/21 34/3

38/10 38/15 41/23 42/9 44/15 44/22

44/24 45/9 46/14 48/25 49/15 49/18

51/20 51/20 52/3 55/16 58/8 58/24

61/9 61/15 61/20 62/10 63/2 64/9 68/1

68/6 69/8 69/9 70/25 71/1 71/4 71/22

73/24 74/23 75/11 75/16 75/25 77/24

79/14 80/2 81/25 82/1 83/15

above [1] 86/7

above-entitled [1] 86/7

absolutely [5] 22/5 45/24 48/8 58/6

67/2

abuse [1] 32/6

academic [1] 10/11

access [10] 10/8 10/9 16/3 23/21

24/10 24/21 26/7 30/2 30/10 47/5

accessed [1] 30/23

according [1] 19/13

account [1] 83/16

accountable [1] 61/13

accountants [1] 8/10

accused [1] 64/6

acting [1] 48/12

action [1] 56/13

active [1] 80/9

activities [2] 23/6 64/21

acts [7] 34/12 62/22 62/22 64/16 65/6

65/15 65/16

actual [7] 12/8 12/25 13/23 14/10 25/8

27/9 61/8

actually [15] 7/17 8/7 24/25 26/7 27/23

28/8 33/6 45/19 49/20 56/4 57/11 68/7

73/14 78/16 80/19

ADAM [3] 2/3 73/6 73/12

adamwolfson [1] 2/8

add [5] 44/11 55/7 55/8 74/2 85/12

addition [2] 44/2 77/17

address [9] 8/23 8/23 21/14 21/25

39/5 45/16 55/2 72/12 80/15

addressed [4] 17/14 22/6 59/20 65/19

admissibility [2] 15/25 71/5

admissible [8] 8/13 16/5 17/9 62/10

69/14 69/23 70/3 70/12

admissions [4] 53/13 53/14 53/18

53/22

adopted [1] 4/16

advance [6] 42/18 43/16 53/20 71/17

72/7 72/11

advanced [1] 71/21

advantage [2] 33/15 34/6

advice [2] 79/8 79/10

advise [2] 26/8 85/5

advised [1] 4/11

after [9] 5/20 10/25 26/13 37/3 45/21

55/6 58/14 80/2 82/7

again [23] 3/11 4/25 5/19 5/24 9/21

16/24 20/23 32/19 43/3 43/16 50/9

53/25 59/4 59/15 62/5 63/12 64/8

65/12 66/3 70/20 79/23 80/17 84/19

against [5] 42/12 42/13 49/2 61/14

77/2

Agency [1] 73/6

agents [1] 24/9

aggregate [1] 83/2  
 aggregated [1] 8/19  
 aggressively [1] 65/2  
 ago [3] 55/12 59/5 59/5  
 AGR [1] 1/9  
 agree [9] 31/22 36/5 41/21 46/15 48/8  
 56/21 62/19 76/10 81/7  
 agreeable [1] 81/13  
 agreed [4] 62/18 74/9 79/20 80/14  
 agreeing [1] 63/11  
 agreement [8] 5/7 7/10 23/14 24/3  
 24/6 51/22 53/11 54/2  
 agreements [5] 7/9 52/21 63/8 63/14  
 64/10  
 ahead [3] 4/20 12/6 62/8  
 aiding [1] 66/5  
 aids [1] 62/20  
 album [1] 63/21  
 all [91]  
 allegation [1] 58/17  
 alleged [6] 9/18 11/4 20/20 34/11  
 66/20 72/20  
 alleging [1] 57/22  
 allow [3] 17/7 33/11 43/6  
 allowed [7] 4/2 4/3 4/17 45/23 61/18  
 78/13 83/1  
 alluded [1] 61/11  
 almost [2] 19/8 42/7  
 alone [4] 19/14 19/24 54/17 68/10  
 along [1] 68/8  
 alphabetical [1] 43/9  
 already [8] 5/12 50/21 59/19 64/3  
 79/11 82/20 83/5 83/7  
 also [11] 8/16 10/16 21/4 43/14 60/11  
 63/14 64/24 66/25 77/8 81/6 84/18  
 alternate [1] 21/8  
 alternative [1] 77/10  
 alternatives [2] 75/4 77/6  
 although [3] 9/10 32/19 54/12  
 always [3] 24/4 74/13 81/1  
 am [2] 44/25 56/6  
 Amazon [1] 15/16  
 amended [3] 55/6 55/7 55/13  
 among [1] 78/8  
 amorphous [1] 62/1  
 amount [2] 48/20 51/6  
 analysis [3] 16/2 17/3 17/15  
 analyzed [1] 66/3  
 ANDREW [1] 2/17  
 andrew.gass [1] 2/20  
 Andy [1] 72/15  
 Angeles [5] 1/21 2/6 2/13 2/24 3/1  
 angles [1] 22/23  
 another [4] 4/2 15/24 44/23 83/11  
 answer [2] 34/14 39/20  
 anticipate [1] 82/16  
 anticipation [1] 72/4  
 anticompetitive [9] 61/5 62/3 62/17  
 62/21 76/19 77/2 77/11 77/15 78/6  
 antitrust [9] 33/22 33/23 34/7 34/16  
 34/17 59/9 61/2 66/12 78/6  
 any [41] 8/6 8/8 8/16 8/22 9/3 9/15  
 16/5 19/12 20/15 20/20 21/11 21/13  
 23/11 27/3 30/3 33/2 34/5 38/20 40/14  
 42/20 43/15 46/21 48/19 51/13 52/5  
 53/15 53/17 54/1 55/15 56/11 57/18

61/14 63/23 65/3 65/23 67/8 68/3  
 73/24 75/1 79/8 82/23  
 anybody [8] 19/2 19/12 23/14 24/25  
 25/12 31/4 42/24 52/10  
 anymore [1] 29/25  
 anyone [1] 18/4  
 anything [18] 5/5 21/18 31/13 35/12  
 37/11 38/11 44/18 47/17 60/16 60/18  
 61/7 61/17 68/6 68/16 71/2 74/2 75/23  
 84/13  
 anyway [2] 46/17 81/2  
 apologize [5] 11/18 13/15 14/9 14/14  
 26/18  
 apparently [2] 5/18 36/9  
 appear [5] 8/16 27/21 36/14 47/16  
 71/25  
 appearances [2] 2/1 3/6  
 appearing [2] 27/21 36/8  
 appears [3] 38/11 60/6 82/9  
 applied [1] 19/3  
 applies [1] 51/16  
 apply [1] 70/14  
 appointed [1] 45/1  
 appreciate [3] 14/16 46/4 79/20  
 approach [8] 9/14 9/14 10/2 10/3  
 14/21 77/5 77/7 77/8  
 approached [1] 30/25  
 approaching [2] 26/8 28/5  
 appropriate [3] 7/16 77/21 78/8  
 are [84] 3/8 3/13 3/18 7/9 8/9 8/18 9/19  
 12/21 18/24 21/15 22/13 22/15 22/22  
 23/5 27/7 27/20 27/20 31/19 32/12  
 33/23 36/6 36/10 38/1 38/1 40/1 40/2  
 40/3 41/4 41/5 41/15 43/4 43/10 43/10  
 43/24 45/12 47/1 47/5 47/7 48/1 49/3  
 50/18 53/13 53/21 53/22 56/8 56/17  
 57/9 59/20 59/21 59/22 59/25 63/14  
 64/5 64/22 64/23 65/12 65/12 65/16  
 65/22 67/14 67/18 67/23 70/5 70/6  
 70/12 71/6 71/22 71/25 71/25 72/18  
 75/7 75/16 75/17 75/21 75/23 75/24  
 77/23 79/24 79/25 80/7 83/15 83/20  
 84/16 85/5  
 area [1] 76/1  
 Areeda [1] 14/23  
 aren't [2] 53/12 61/14  
 argue [5] 6/11 38/18 50/17 55/22  
 73/24  
 argued [4] 14/20 14/23 16/7 59/10  
 arguing [3] 31/23 64/13 73/23  
 argument [8] 8/4 35/2 42/16 45/22  
 54/16 56/21 57/21 63/25  
 arguments [1] 49/1  
 arm's [1] 12/25  
 arm's-length [1] 12/25  
 around [2] 6/23 83/9  
 arrange [1] 81/22  
 arranged [3] 66/2 66/16 67/1  
 articulation [2] 72/17 75/3  
 artist [34] 8/6 8/14 8/21 9/14 9/16 17/8  
 17/8 22/18 22/22 22/22 23/8 23/20  
 23/23 26/3 27/24 28/12 32/10 32/24  
 33/1 33/18 35/5 37/23 37/23 38/17  
 38/20 38/22 39/12 48/2 60/11 63/15  
 63/23 65/21 69/9 71/3  
 artist-client [1] 9/14  
 artist-manager [1] 71/3  
 artists [36] 8/17 17/4 24/9 24/22 24/22

26/8 26/11 26/12 27/20 33/8 33/16  
 33/25 36/6 39/10 39/10 39/15 39/15  
 40/23 45/11 45/20 47/17 59/17 59/23  
 60/2 63/5 63/8 63/9 63/9 63/11 63/21  
 65/20 66/2 68/6 69/8 73/3 73/6  
 artists' [1] 70/25  
 artists-managers [1] 45/11  
 as [105]  
 aside [1] 19/17  
 ask [9] 16/21 21/7 22/3 43/13 49/9  
 75/12 76/1 79/9 82/12  
 asked [4] 12/1 43/20 83/5 85/16  
 asking [4] 4/23 56/22 57/20 64/21  
 aspect [2] 7/4 70/7  
 assert [1] 48/14  
 asserted [3] 48/15 66/20 70/17  
 asserting [1] 72/21  
 assigned [1] 84/14  
 assignments [1] 3/18  
 ASSOCIATE [2] 2/4 2/4  
 assume [3] 18/14 54/4 69/10  
 assumption [1] 9/15  
 assumptions [1] 68/5  
 at [89]  
 attached [3] 10/17 12/15 81/12  
 attack [1] 30/4  
 attempting [1] 33/23  
 attempts [1] 66/5  
 attendance [1] 7/13  
 attention [1] 71/9  
 ATTORNEY [3] 2/16 2/17 2/17  
 attorneys [3] 2/5 2/12 74/13  
 attributed [1] 81/7  
 audience [1] 36/19  
 auditor [2] 47/3 48/12  
 authority [2] 72/9 76/13  
 available [7] 7/14 7/15 23/19 24/2 27/8  
 31/14 31/18  
 average [1] 18/2  
 awaiting [1] 4/9  
 away [4] 21/4 46/5 63/20 84/17

**B**  
 back [9] 13/22 18/18 20/23 23/12  
 28/24 54/13 59/16 60/6 66/10  
 bad [1] 52/22  
 balance [1] 77/3  
 balancing [2] 75/9 76/25  
 band [1] 60/20  
 banged [1] 28/24  
 base [3] 20/2 37/7 69/3  
 based [20] 8/11 8/24 10/10 11/1 13/4  
 14/1 14/5 14/21 15/18 16/15 17/3  
 46/19 48/3 54/17 61/5 61/11 64/10  
 64/11 64/11 82/19  
 basically [6] 3/25 25/17 30/16 30/17  
 32/23 34/8  
 basis [11] 10/22 16/8 21/3 42/19 45/3  
 48/16 61/17 69/25 73/2 73/7 73/16  
 be [121]  
 beat [2] 64/22 64/23  
 became [1] 9/17  
 because [57] 5/12 5/17 6/5 8/7 9/18  
 10/20 14/5 17/10 21/8 23/10 23/18  
 24/14 24/21 30/4 31/7 33/13 33/22  
 33/23 34/24 36/19 38/12 39/1 40/4  
 40/11 40/21 41/8 42/21 45/8 45/11  
 46/10 46/15 46/17 48/22 51/1 52/20

B  
 because... [22] 52/25 53/22 55/15  
 56/16 57/10 57/10 58/9 59/1 60/13  
 63/9 64/6 64/25 66/10 68/24 72/25  
 75/12 77/9 77/15 78/4 80/5 83/1 85/14  
 becomes [1] 31/12  
 been [21] 5/3 5/4 10/13 10/21 10/22  
 11/3 15/7 22/6 24/3 24/5 31/6 34/9  
 39/19 51/3 54/15 60/23 61/2 67/9 83/5  
 84/14 85/14  
 before [17] 3/10 5/9 10/13 10/24 12/1  
 14/21 16/22 17/7 21/1 21/11 36/13  
 39/2 44/23 46/1 70/23 71/11 84/18  
 begin [4] 5/13 9/22 16/25 39/8  
 behalf [1] 72/15  
 behind [2] 25/23 39/18  
 being [7] 10/7 14/14 24/4 24/14 25/15  
 42/9 61/24  
 belief [2] 24/20 71/1  
 believe [21] 7/12 7/16 9/12 10/1 10/2  
 10/10 11/5 16/1 16/8 20/18 24/11 31/6  
 32/4 32/13 33/13 35/14 40/9 47/14  
 49/12 68/22 74/3  
 believed [1] 26/12  
 believing [1] 47/10  
 Bellin [2] 47/1 73/4  
 belong [1] 43/1  
 bench [1] 11/12  
 benefit [4] 24/11 77/2 77/16 80/1  
 benefits [3] 76/20 76/22 77/12  
 best [8] 51/23 72/7 79/25 79/25 80/13  
 82/3 83/24 84/15  
 better [9] 49/23 51/25 53/25 56/2  
 71/23 78/20 81/23 83/9 84/23  
 between [4] 32/24 33/15 48/23 75/15  
 Beyonce [1] 60/2  
 Beyonce's [1] 60/7  
 beyond [1] 70/18  
 Bigelow [1] 61/4  
 biggest [1] 45/13  
 bills [1] 28/8  
 bit [6] 28/7 40/4 43/20 58/2 70/18 83/9  
 black [2] 13/16 13/16  
 blanks [3] 77/18 77/23 77/24  
 block [5] 47/1 47/23 73/4 84/17 85/1  
 blue [1] 69/2  
 board [3] 28/18 29/15 29/17  
 bold [1] 45/18  
 bosses [1] 26/18  
 both [11] 10/10 16/2 22/9 22/14 30/23  
 33/18 34/7 43/24 51/6 71/20 85/6  
 bottom [1] 8/19  
 bought [1] 37/4  
 Boulevard [1] 2/12  
 box [3] 78/3 78/5 78/5  
 boxes [9] 5/10 5/10 5/10 5/12 51/9  
 64/4 78/8 81/19 81/21  
 boycott [1] 66/16  
 boycotts [2] 66/2 67/1  
 breach [2] 5/7 24/4  
 brief [1] 39/25  
 briefly [3] 43/10 46/22 70/22  
 bring [1] 71/9  
 bringing [1] 64/5  
 brought [4] 5/9 15/10 21/25 31/20  
 Brown [1] 60/20  
 BubbleUp [1] 27/16  
 built [2] 30/15 39/2  
 bulk [1] 60/1  
 bunch [1] 81/21  
 bundles [2] 63/21 63/22  
 burn [1] 5/14  
 business [40] 8/7 9/13 10/21 11/3  
 11/4 14/24 15/1 17/14 21/10 21/10  
 23/10 26/20 26/25 26/25 27/4 28/5  
 28/19 30/18 30/20 30/24 33/14 34/6  
 34/9 34/11 35/12 36/1 37/6 37/7 47/11  
 54/10 54/17 60/8 60/10 72/1 72/3  
 72/20 73/3 73/9 75/4 85/15  
 business-model [1] 9/13  
 but [113]  
 but-for [6] 10/22 14/5 15/6 34/11  
 47/10 48/3  
 buy [2] 30/19 38/24  
 buying [5] 23/7 23/7 23/8 23/8 37/13  
 C  
 calculating [2] 11/9 12/13  
 calculations [1] 8/1  
 calendar [1] 84/7  
 calendars [1] 84/6  
 CALIFORNIA [7] 1/2 1/21 2/6 2/13  
 2/19 2/24 3/1  
 call [10] 12/22 13/11 22/13 43/25 45/9  
 45/9 45/10 47/8 61/19 62/4  
 called [2] 13/6 76/14  
 Calling [1] 3/3  
 came [3] 23/23 54/13 68/10  
 can [77] 4/20 8/21 8/23 9/6 9/9 9/25  
 11/22 12/3 12/11 12/14 13/18 13/19  
 14/15 16/14 21/25 22/20 23/3 23/5  
 24/15 25/20 28/5 29/3 29/5 30/19 34/4  
 37/14 37/14 38/25 40/10 42/8 42/17  
 42/18 43/17 46/14 49/12 49/15 49/17  
 49/19 49/20 49/21 49/22 50/17 51/18  
 51/21 51/21 51/23 51/24 53/20 53/24  
 54/19 57/18 57/20 58/11 59/2 61/5  
 66/8 69/3 72/7 72/12 72/21 74/17 77/9  
 79/3 79/6 79/21 79/25 80/3 80/10  
 80/10 80/14 80/15 80/22 81/3 82/14  
 84/19 84/23 84/25  
 can't [29] 8/17 8/20 11/14 15/2 15/8  
 20/2 21/6 25/12 25/14 31/3 42/22 46/8  
 48/6 49/5 49/16 50/7 51/14 51/24 52/9  
 53/23 54/15 54/16 54/22 56/5 58/15  
 61/7 70/14 80/10 81/5  
 cannot [2] 20/21 65/3  
 capacity [1] 61/16  
 carries [1] 38/20  
 cart [1] 81/18  
 carve [2] 33/19 65/24  
 carve-out [1] 33/19  
 carve-outs [1] 65/24  
 case [42] 4/12 15/20 15/21 19/1 24/25  
 30/5 34/25 36/12 36/13 38/11 38/21  
 39/20 40/4 40/10 41/9 41/18 44/9 45/1  
 47/19 49/24 53/1 55/17 61/4 62/15  
 67/6 67/23 67/24 70/4 70/14 71/19  
 72/18 73/1 75/5 75/5 75/6 75/17 76/10  
 76/14 77/4 77/5 80/12 80/16  
 cases [7] 40/4 44/1 46/1 49/17 57/8  
 70/5 72/18  
 categorically [1] 66/8  
 categories [9] 8/17 8/18 29/11 59/19  
 61/10 63/19 65/5 69/6 79/24  
 categorize [1] 58/21  
 category [8] 42/17 50/22 56/18 56/20  
 59/22 63/18 64/2 83/1  
 causation [2] 9/23 47/8  
 cause [3] 50/19 72/20 73/19  
 caused [1] 51/5  
 Cel [1] 34/18  
 Cel-Tech [1] 34/18  
 CENTRAL [1] 1/2  
 CEO [2] 20/7 69/18  
 certain [5] 59/8 72/2 75/10 77/19  
 77/25  
 certainly [19] 5/13 8/1 10/7 15/6 15/14  
 24/24 28/3 31/6 35/20 40/5 51/17  
 52/17 53/5 71/9 72/3 76/2 79/6 79/20  
 84/19  
 CERTIFICATE [1] 86/1  
 certify [1] 86/3  
 cetera [3] 84/10 84/10 84/10  
 CFAA [5] 54/8 54/11 54/17 55/9 57/10  
 challenge [1] 63/19  
 chambers [1] 5/11  
 chance [2] 21/7 83/24  
 chance to [1] 83/24  
 change [2] 70/14 71/8  
 changes [2] 74/15 76/10  
 characterizations [1] 68/8  
 charge [2] 39/19 41/17  
 charged [1] 81/9  
 chart [1] 58/11  
 checkbook [1] 60/14  
 Cheese [1] 53/10  
 Chesney [1] 27/25  
 choice [3] 15/13 37/6 40/14  
 circuit [4] 15/23 17/1 75/5 75/13  
 circumstance [1] 77/13  
 circumstances [3] 28/6 38/9 75/10  
 circumvent [1] 40/21  
 cited [2] 15/20 64/18  
 cites [1] 77/5  
 citing [2] 7/21 57/9  
 citizens [1] 80/11  
 City [1] 15/22  
 civil [1] 56/13  
 claim [10] 16/16 25/21 33/10 33/10  
 35/10 35/11 35/11 39/17 55/9 57/18  
 Claimant [1] 1/14  
 claimants [1] 44/4  
 claiming [2] 39/3 78/12  
 claims [20] 8/14 21/22 34/4 34/5 35/9  
 44/13 54/9 54/12 54/17 61/14 62/10  
 62/11 66/9 66/13 66/24 66/25 67/1  
 77/20 77/25 79/11  
 clarified [1] 19/23  
 clarion [1] 62/4  
 classic [2] 27/7 28/2  
 clean [1] 5/11  
 clear [8] 8/13 12/14 14/24 18/8 38/19  
 56/9 64/13 72/18  
 clearly [2] 30/11 85/2  
 clerk [1] 51/7  
 clerks' [1] 51/9  
 client [4] 9/14 9/17 28/18 74/13  
 clients [6] 26/6 30/25 30/25 34/8 68/25  
 69/3  
 clients' [1] 35/21  
 clone [2] 26/7 30/16  
 close [4] 45/21 58/14 60/7 61/18

closed [1] 65/10  
closer [2] 48/19 79/7  
closing [2] 49/1 79/7  
cloth [1] 42/4  
club [18] 33/1 37/25 38/5 38/10 40/22  
59/21 60/17 63/3 63/4 63/22 64/20  
65/1 65/2 67/4 67/6 67/23 70/21 71/1  
clubs [3] 40/24 59/25 68/23  
clue [1] 71/10  
CM [2] 1/25 2/22  
Code [1] 86/4  
cognizable [1] 59/2  
combination [1] 19/15  
combined [1] 64/25  
combo [1] 65/7  
come [18] 17/22 39/22 42/3 43/6 46/2  
46/16 46/17 51/21 51/21 54/2 55/17  
59/2 61/18 72/5 72/21 73/2 84/23  
84/24  
comes [5] 34/18 65/10 70/15 71/5 76/3  
coming [5] 12/11 23/5 35/24 53/12  
83/20  
comment [4] 20/3 38/15 44/14 50/4  
commented [1] 20/11  
committing [1] 65/6  
communications [1] 64/20  
community [1] 45/12  
companies [13] 10/18 14/6 14/11 15/3  
15/18 16/3 16/4 16/19 18/2 18/12  
20/24 20/24 27/17  
company [20] 9/9 10/5 10/7 10/14  
13/2 13/4 13/10 13/15 13/21 14/5  
14/24 15/14 17/18 18/4 19/2 20/17  
21/3 21/9 32/24 43/11  
comparison [1] 77/16  
compete [1] 37/5  
competition [6] 34/12 34/18 52/24  
60/15 62/3 63/15  
competitive [8] 51/13 63/15 65/16  
76/20 76/22 77/2 77/11 77/16  
competitor [2] 31/15 31/18  
compilation [9] 28/23 28/25 29/2 29/4  
29/8 29/9 29/10 29/11 29/14  
compilations [1] 22/13  
complainant [1] 79/4  
complained [2] 28/22 61/9  
Complaint [6] 33/6 53/11 55/6 56/23  
56/25 75/17  
COMPLETE [3] 1/6 1/16 3/4  
compliance [2] 67/23 68/10  
compliant [1] 71/1  
complies [1] 12/5  
comply [1] 68/7  
compounded [1] 45/17  
comprised [2] 55/17 58/25  
computation [4] 54/10 55/12 56/18  
59/4  
computer [2] 32/6 34/21  
concept [1] 62/1  
concern [2] 15/1 19/24  
concerned [1] 82/3  
concerning [3] 8/6 19/25 79/19  
concert [4] 20/1 61/16 64/7 64/14  
concluded [1] 85/20  
conduct [16] 8/8 9/16 40/23 61/5  
61/15 62/17 62/25 64/6 64/10 64/12

64/14 65/5 77/3 77/9 77/14 78/3  
confer [2] 85/5 85/17  
conference [4] 1/23 3/17 22/7 86/9  
conferred [1] 73/25  
confidence [1] 72/25  
confidentiality [1] 24/8  
confirm [1] 3/24  
conflict [3] 40/20 82/7 82/13  
conflicts [1] 84/1  
conformance [1] 86/8  
connected [1] 62/25  
connection [1] 61/8  
Consent [3] 51/15 51/22 52/1  
consider [2] 16/21 76/1  
considerations [1] 17/24  
considering [1] 18/6  
consistent [2] 6/22 75/2  
conspiracy [2] 66/20 78/11  
constantly [1] 64/21  
Constellation [1] 2/12  
constitutional [1] 49/15  
contact [1] 5/24  
contain [1] 22/12  
contained [1] 58/10  
contend [3] 32/17 35/1 35/8  
tends [2] 40/20 41/1  
content [2] 21/15 68/23  
contentions [1] 22/8  
contest [5] 54/25 55/15 57/5 58/22  
58/23  
contested [1] 57/14  
contesting [2] 56/8 71/25  
context [4] 17/1 51/17 65/14 68/25  
continuance [1] 49/10  
continue [3] 11/16 14/18 84/11  
continued [1] 69/24  
continuing [1] 84/16  
contract [6] 31/10 33/11 33/18 35/13  
37/15 41/18  
contracts [24] 28/20 31/1 31/2 31/3  
32/9 32/10 32/12 32/14 32/15 32/17  
32/22 33/5 33/7 33/11 33/14 34/10  
36/9 41/17 52/4 52/7 52/12 63/14  
64/11 65/22  
contrary [3] 33/9 39/13 53/18  
control [2] 7/13 52/12  
controlled [1] 20/16  
controlling [1] 20/16  
conversations [2] 69/24 71/24  
cooperate [1] 7/11  
coordinating [1] 66/1  
copied [2] 22/15 30/19  
copy [4] 12/3 12/4 14/15 24/10  
copying [1] 25/16  
copyright [1] 23/16  
corporation [3] 62/20 64/15 66/4  
correct [5] 7/25 25/25 26/14 27/11  
86/5  
correctly [3] 20/6 48/18 76/15  
could [33] 6/15 15/1 15/11 20/9 20/15  
23/25 24/1 24/4 26/9 34/10 34/15  
34/17 35/4 35/14 35/17 35/17 35/20  
35/20 36/4 36/8 36/10 37/2 37/4 50/8  
50/11 56/24 58/22 58/25 62/2 62/24  
71/12 72/11 84/22  
couldn't [7] 23/14 35/18 43/23 43/24  
44/4 48/8 83/1  
counsel [12] 2/1 3/6 3/14 4/8 5/3 9/20

11/13 11/25 12/5 56/22 72/12 73/25  
count [1] 42/12  
Counter [2] 1/14 1/18  
counts [1] 49/2  
County [2] 76/14 77/6  
couple [5] 8/25 18/18 27/16 66/11  
69/17  
course [6] 5/21 8/22 17/20 18/20  
34/21 41/5  
court [11] 1/1 3/11 7/10 15/21 15/22  
39/5 43/13 43/16 43/18 76/25 85/6  
Court's [1] 58/19  
Courthouse [1] 2/23  
courtroom [3] 5/18 6/22 11/12  
courts [2] 55/17 72/18  
creating [1] 65/4  
creative [2] 16/16 73/6  
credibility [2] 15/24 16/6  
criminal [2] 49/8 82/8  
criteria [4] 17/22 18/13 60/17 61/22  
critical [1] 17/17  
criticisms [1] 16/5  
criticizing [1] 50/5  
cross [3] 44/2 44/4 79/4  
cross-claimants [1] 44/4  
cross-complainant [1] 79/4  
CrowdSurge [5] 26/7 30/16 35/24  
60/13 64/22  
CrowdSurge-Songkick [1] 30/16  
CRR [2] 1/25 2/22  
CRR-CM [2] 1/25 2/22  
crystal [1] 18/8  
crystal-clear [1] 18/8  
CSR [4] 1/25 2/22 86/3 86/17  
cumulative [1] 17/4  
CUNEO [5] 1/25 2/22 86/3 86/16 86/17  
current [1] 9/9  
customer [3] 27/6 27/7 28/17  
customers [6] 23/5 27/7 27/10 28/3  
28/4 36/2  
cut [3] 40/3 43/22 73/21  
cutting [1] 40/7  
CV [2] 1/9 3/3  
CV 15-9814 [1] 3/3  
Cyrus [1] 60/11  
D  
D/B/A [2] 1/6 1/17  
DALE [1] 1/4  
damage [2] 48/13 56/12  
damages [24] 8/15 8/20 14/25 20/2  
35/2 35/3 35/5 35/8 45/21 54/8 54/11  
54/16 56/18 56/20 58/16 59/9 59/18  
59/24 60/1 61/4 61/5 61/7 65/17 79/14  
Dan [2] 5/19 16/24  
Dan Wall [2] 5/19 16/24  
dan.wall [1] 2/20  
DANIEL [4] 2/11 2/16 3/21 4/25  
Daniel Wall [2] 3/21 4/25  
daniel.schecter [1] 2/14  
dashboard [3] 38/23 39/1 39/2  
data [15] 8/19 22/14 22/23 23/11 27/3  
27/6 28/13 28/17 29/4 29/8 29/8 29/9  
35/21 35/25 39/15  
database [3] 48/10 60/6 71/24  
date [12] 29/25 30/1 44/23 49/7 81/25  
82/4 82/7 84/12 84/15 85/6 85/7 86/11  
dates [1] 84/16

Case 2:15-cv-09814-DSF-AGR Document 523 Filed 10/26/17 Page 91 of 103 Page ID  
#65211

**D**  
**Daubert** [4] 3/17 7/20 48/4 82/10  
**David** [1] 39/18  
**David Kramer** [1] 39/18  
**day** [4] 43/14 80/6 80/23 81/18  
**days** [9] 22/9 44/10 44/12 44/12 47/23  
 49/24 74/19 84/9 84/13  
**deadline** [1] 83/6  
**deal** [11] 11/23 11/24 32/24 57/11  
 57/16 60/21 65/10 70/10 70/10 71/23  
 79/13  
**dealing** [10] 13/1 22/14 33/18 33/22  
 59/16 65/20 66/15 66/25 75/6 78/5  
**dealings** [1] 63/12  
**deals** [5] 28/12 37/4 65/21 65/23 65/25  
**dealt** [3] 11/20 26/5 64/8  
**debate** [2] 17/17 58/8  
**decades** [1] 15/17  
**decide** [7] 5/8 8/11 24/12 24/14 41/25  
 65/15 66/7  
**decided** [2] 8/7 73/8  
**decision** [3] 15/23 37/21 75/9  
**decisions** [1] 7/23  
**deck** [2] 14/9 14/14  
**declaration** [4] 11/19 11/20 12/16  
 69/21  
**declarations** [1] 69/18  
**Decree** [3] 51/15 51/22 52/1  
**defend** [3] 31/25 45/6 52/16  
**defendant** [8] 1/18 23/19 23/20 23/20  
 23/21 57/8 76/19 84/8  
**defendant's** [4] 15/10 67/4 76/21  
 76/24  
**defendants** [17] 1/11 2/10 7/11 7/15  
 8/8 33/10 33/12 44/4 44/6 53/10 53/20  
 56/17 63/19 71/25 72/15 77/18 77/24  
**defendants'** [1] 16/16  
**defense** [5] 3/20 21/12 48/20 57/20  
 68/8  
**Define** [1] 47/21  
**definitely** [3] 49/12 52/8 52/10  
**delayed** [1] 51/5  
**delaying** [1] 74/18  
**deleted** [2] 54/19 54/20  
**deliberate** [1] 37/21  
**demographic** [1] 36/18  
**denial** [1] 20/11  
**deny** [2] 54/9 59/11  
**department** [5] 26/20 27/3 28/17  
 29/24 30/22  
**depend** [1] 24/15  
**depending** [2] 28/6 55/18  
**depends** [1] 34/14  
**deponents** [1] 4/9  
**deposed** [1] 46/25  
**deposition** [7] 4/10 4/17 13/23 42/24  
 47/15 80/17 82/12  
**depositions** [7] 4/2 6/6 6/9 80/3 80/18  
 81/10 83/11  
**derived** [2] 16/2 18/16  
**derives** [1] 17/4  
**described** [1] 17/12  
**descriptions** [1] 43/21  
**designate** [1] 42/24  
**designated** [1] 50/23  
**despite** [1] 65/23  
**detailed** [1] 27/2

**details** [4] 52/1 57/3 57/4 58/11  
**determine** [2] 45/1 77/5  
**determining** [1] 43/5  
**developed** [2] 39/9 39/14  
**developing** [1] 35/15  
**devices** [1] 46/18  
**dictionaries** [1] 43/17  
**dictionary** [1] 6/23  
**did** [28] 9/17 11/22 15/2 20/3 20/21  
 23/10 26/21 26/21 29/15 30/15 35/15  
 35/19 36/16 36/17 37/17 38/5 41/21  
 43/20 49/7 57/5 57/21 60/21 61/12  
 63/2 68/14 74/9 77/4 82/16  
**didn't** [23] 5/13 9/16 9/23 12/2 15/16  
 19/24 23/11 30/4 31/23 34/9 36/17  
 37/11 38/5 38/11 39/22 48/13 48/15  
 48/16 54/4 54/6 54/22 57/5 68/5  
**didn't ever** [1] 57/5  
**die** [1] 36/13  
**difference** [1] 68/13  
**differences** [1] 75/25  
**different** [13] 8/25 32/16 34/3 36/23  
 39/11 47/4 58/16 66/11 66/12 66/18  
 75/7 75/20 82/23  
**differentiate** [1] 22/24  
**difficult** [2] 10/20 71/23  
**difficulty** [1] 44/18  
**diligent** [1] 51/7  
**direct** [4] 24/24 44/2 62/16 70/8  
**directed** [2] 20/7 20/14  
**directing** [3] 20/19 64/15 64/19  
**direction** [1] 85/5  
**directly** [1] 62/21  
**directors** [2] 28/19 29/17  
**directors'** [1] 29/16  
**directs** [1] 62/20  
**disagree** [2] 39/6 68/7  
**disagreement** [1] 75/1  
**discarded** [1] 16/8  
**disclose** [1] 54/22  
**disclosed** [9] 50/9 54/15 56/8 56/15  
 56/16 57/11 57/13 57/25 58/23  
**disclosure** [8] 55/13 55/14 55/16  
 56/17 56/18 58/10 58/24 59/18  
**disclosures** [1] 55/7  
**discovery** [7] 45/21 55/16 55/19 58/1  
 58/14 58/20 67/19  
**discuss** [1] 85/17  
**discussed** [6] 28/18 28/18 28/19 30/7  
 33/25 34/13  
**discussion** [1] 54/1  
**discussions** [1] 83/14  
**disguise** [1] 63/18  
**dismiss** [2] 57/12 57/18  
**dispositive** [1] 34/20  
**dispute** [3] 46/13 75/15 76/5  
**disputes** [2] 74/17 75/23  
**disputing** [1] 56/22  
**district** [5] 1/1 1/2 15/21 15/22 80/11  
**divide** [1] 8/17  
**DIVISION** [1] 1/3  
**do** [62] 3/7 6/3 6/7 6/12 6/13 8/7 10/1  
 10/10 11/24 15/8 19/5 19/21 23/25  
 26/25 30/17 30/20 33/9 34/9 35/7  
 35/16 36/1 37/6 37/14 38/8 38/11 39/7  
 41/21 42/23 44/25 45/4 45/8 46/9  
 49/15 49/20 50/8 51/19 52/25 55/19  
 56/24 57/16 58/4 60/16 62/8 64/16

68/17 71/2 72/24 73/9 74/13 75/13  
 79/13 79/16 79/17 80/10 80/10 80/13  
 80/14 82/5 82/21 83/6 83/10 84/15  
**document** [11] 12/15 42/11 42/19  
 42/19 48/10 48/15 60/12 60/20 67/16  
 68/19 72/2  
**document-by-document** [1] 42/19  
**documentary** [1] 59/2  
**documents** [27] 5/15 10/8 11/7 22/14  
 30/12 31/21 37/20 42/7 42/9 42/17  
 42/18 42/22 47/6 47/19 51/3 51/4  
 55/11 58/20 64/17 67/9 67/13 67/24  
 68/9 68/11 68/13 69/4 79/22  
**does** [11] 12/23 19/19 41/3 52/5 52/12  
 56/15 56/15 61/13 61/24 68/13 76/23  
**doesn't** [20] 8/6 8/16 13/7 13/22 14/2  
 19/18 24/2 24/18 33/21 41/12 42/25  
 46/21 47/13 53/22 67/16 71/25 75/8  
 78/4 78/5 80/19  
**doing** [6] 22/21 26/6 28/4 35/12 49/6  
 54/14  
**dollar** [1] 58/24  
**don't** [92]  
**done** [16] 13/25 16/4 20/20 25/15  
 25/20 25/23 34/10 35/18 35/18 35/20  
 40/7 45/25 81/17 83/7 83/18 84/3  
**doubt** [1] 52/9  
**down** [10] 25/14 28/21 40/4 40/10  
 43/18 46/3 56/4 80/7 80/8 84/22  
**dream** [1] 49/6  
**driven** [1] 52/18  
**drop** [1] 80/25  
**dropped** [1] 28/23  
**DSF** [1] 1/9  
**DSF-AGR** [1] 1/9  
**duplication** [1] 79/17  
**during** [2] 58/1 58/20  
**dynamic** [1] 65/4

**E**  
**E-B-I-T-D-A** [1] 15/11  
**e-mail** [1] 81/4  
**e-mails** [3] 71/10 71/11 71/15  
**each** [21] 3/11 3/12 8/14 11/20 11/24  
 14/11 18/12 29/7 29/13 35/1 40/20  
 43/25 46/18 48/23 49/18 51/20 66/17  
 68/13 73/23 78/22 81/7  
**Eagles** [2] 73/7 73/8  
**earlier** [6] 17/13 33/8 33/20 44/21  
 61/11 72/25  
**early** [2] 55/7 73/21  
**easily** [2] 43/17 62/3  
**EBITDA** [3] 15/11 18/23 20/24  
**economic** [2] 34/2 34/24  
**effect** [4] 64/25 76/19 77/2 77/15  
**effectively** [2] 65/23 80/16  
**effects** [4] 19/25 62/3 62/11 77/11  
**effort** [2] 72/7 79/25  
**efforts** [1] 5/16  
**eight** [1] 80/7  
**either** [10] 20/2 28/22 33/21 35/7  
 42/14 43/11 49/6 57/11 69/12 79/1  
**elbows** [2] 20/12 64/19  
**element** [2] 63/12 79/2  
**elemental** [1] 19/5  
**elements** [2] 75/20 79/5  
**eliminate** [1] 52/5  
**eliminates** [1] 52/10

E  
eliminating [1] 52/21  
ELLISON [1] 2/11  
else [14] 19/2 19/12 21/18 21/19 23/14  
32/3 37/4 37/11 42/1 44/18 46/10  
69/12 73/9 73/11  
EMANUEL [2] 2/2 76/7  
embedded [1] 75/21  
Emmert [1] 70/4  
emphasizing [1] 29/19  
employee [2] 20/8 20/13  
employees [3] 5/2 26/22 58/12  
employer [2] 25/18 26/8  
end [5] 6/2 24/14 32/4 73/22 79/15  
ended [1] 73/22  
enforced [1] 63/3  
enforcing [1] 65/2  
ENGLISH [2] 2/4 13/10  
enough [8] 5/17 9/13 30/8 31/19 34/25  
80/23 81/18 82/11  
enrichment [1] 9/12  
enter [2] 31/10 52/20  
entered [1] 63/8  
entering [1] 65/24  
enterprises' [1] 64/11  
ENTERTAINMENT [5] 1/6 1/10 1/16  
3/4 3/5  
entire [1] 37/7  
entirety [1] 60/4  
entities [1] 27/12  
entitled [3] 18/11 38/2 86/7  
entity [1] 20/16  
entry [1] 48/10  
Equifax [1] 72/18  
equitable [1] 79/10  
especially [2] 50/21 74/18  
essence [1] 76/5  
essentially [3] 17/21 20/22 38/22  
establish [1] 59/9  
established [2] 17/8 76/11  
estimate [2] 11/2 12/14  
estimates [2] 10/15 11/1  
estimating [1] 44/18  
et [3] 84/10 84/10 84/10  
et cetera [3] 84/10 84/10 84/10  
evaluating [2] 13/4 13/20  
evaluation [1] 12/12  
even [14] 6/23 21/3 24/3 30/8 40/13  
43/6 44/5 50/7 68/2 68/18 71/2 74/16  
77/9 84/13  
event [2] 9/3 48/19  
Eventbrite [2] 14/6 14/11  
events [1] 39/2  
eventually [1] 24/13  
ever [4] 18/4 19/2 42/6 57/5  
every [6] 9/16 18/12 19/10 43/14 79/2  
80/20  
everybody [3] 36/1 39/2 81/13  
everyone [2] 19/14 37/3  
everyone's [1] 80/1  
everything [3] 37/10 68/15 80/25  
evidence [26] 8/11 8/13 8/21 10/16  
17/9 19/14 24/24 25/2 48/12 57/25  
59/2 59/8 60/24 61/18 62/9 62/10 63/1  
68/3 69/6 71/15 72/10 72/19 72/21  
73/5 73/14 79/6  
exact [3] 30/18 35/10 35/18  
exactly [1] 72/16  
example [6] 43/6 65/8 69/16 72/19  
73/6 73/11  
examples [2] 18/8 27/24  
Excellent [1] 6/1  
except [4] 43/21 67/13 75/9 81/1  
exception [1] 69/8  
excerpt [2] 16/12 69/21  
exchange [1] 12/1  
exclusionary [1] 64/10  
exclusive [15] 33/17 33/22 37/13 41/5  
52/21 53/6 60/18 63/12 65/20 65/20  
65/23 65/25 66/15 66/25 78/5  
exclusively [1] 36/10  
excuse [2] 11/11 21/4  
exercise [1] 60/17  
exhibit [6] 11/19 11/20 12/16 13/13  
13/13 14/8  
Exhibit 14.0 [1] 14/8  
Exhibit 32 [1] 11/20  
Exhibit 46 [3] 11/19 12/16 13/13  
exhibits [3] 11/19 26/17 43/1  
existence [1] 35/12  
expect [2] 5/11 27/3  
expectation [3] 24/8 31/7 31/18  
expense [1] 58/12  
expert [5] 9/23 10/17 15/13 51/14 83/6  
expert's [2] 15/23 15/24  
expertise [4] 8/2 8/6 8/16 19/18  
experts [1] 50/5  
explain [3] 52/1 59/14 73/2  
explaining [1] 26/18  
explanation [1] 51/21  
explicitly [2] 41/6 61/11  
extending [1] 65/22  
extent [8] 7/24 61/4 65/18 66/1 67/13  
68/22 70/8 71/14  
extraordinary [1] 51/6  
F  
face [2] 60/14 63/6  
fact [17] 14/4 15/10 18/13 19/18 22/8  
29/18 45/10 45/17 45/21 58/8 66/6  
67/16 73/19 77/1 77/5 77/14 77/17  
fact-finder [2] 77/1 77/14  
factor [2] 17/18 19/24  
facts [3] 8/9 8/10 72/21  
factual [1] 65/12  
fairly [1] 28/2  
faith [2] 45/25 75/25  
falls [1] 59/24  
fan [21] 33/1 37/25 38/5 38/10 40/22  
40/24 59/21 59/25 60/17 63/3 63/4  
63/22 64/19 65/1 65/2 67/4 67/5 67/23  
68/23 70/21 71/1  
far [2] 50/11 60/1  
fashion [1] 24/23  
fault [1] 50/25  
favorably [1] 77/5  
fear [1] 83/8  
featured [1] 30/3  
February [5] 55/7 82/4 82/13 82/13  
83/23  
February-early [1] 55/7  
fee [1] 32/25  
feel [1] 57/19  
feet [1] 49/2  
few [3] 49/24 74/19 80/22  
fewer [2] 5/10 68/16  
field [1] 61/2  
fifteen [3] 44/10 44/11 44/12  
fight [3] 38/4 38/10 75/24  
Figueroa [1] 2/5  
figure [14] 6/8 25/20 41/7 43/20 43/23  
43/25 44/4 44/19 46/8 59/6 76/3 78/21  
79/13 79/16  
figured [1] 50/3  
figures [1] 58/25  
file [1] 50/24  
filing [1] 5/1  
fill [3] 77/18 77/24 78/7  
final [2] 3/25 16/22  
Finally [1] 16/10  
financial [2] 26/16 26/21  
find [8] 30/6 34/15 34/17 37/23 72/9  
79/2 79/3 79/5  
finder [2] 77/1 77/14  
finds [2] 34/15 75/8  
Fine [1] 81/16  
finish [1] 70/24  
first [16] 2/23 2/23 3/23 17/3 17/8 26/9  
36/12 43/8 45/20 50/15 59/14 68/4  
69/22 76/18 84/3 84/5  
FISCHER [1] 1/4  
fit [2] 78/3 78/4  
fits [1] 85/1  
five [3] 18/2 58/13 68/11  
fix [2] 82/11 82/16  
Fleetwood [2] 73/7 73/8  
Flick [2] 73/6 73/12  
Floor [1] 2/6  
fly [1] 71/19  
focus [1] 80/13  
folks [1] 69/18  
following [1] 63/3  
force [1] 48/10  
forced [2] 14/24 85/14  
forcing [1] 65/20  
foreclose [1] 63/15  
foreclosed [1] 64/5  
foreclosure [1] 63/13  
foregoing [1] 86/5  
forget [1] 5/9  
forgot [1] 84/3  
form [7] 45/3 69/13 75/2 78/24 78/25  
79/12 79/15  
format [1] 86/7  
forms [1] 75/1  
forth [3] 18/7 59/18 61/16  
forum [1] 15/23  
forward [2] 49/12 66/17  
foundation [4] 9/15 19/19 44/22 45/2  
four [3] 49/7 76/11 76/17  
four-step [2] 76/11 76/17  
fourth [2] 55/13 58/10  
fragmented [1] 45/11  
Francisco [1] 2/19  
Franklin [1] 15/22  
frankly [3] 37/24 57/5 71/19  
fraud [2] 32/6 34/21  
frauds [1] 33/2  
FRCP [1] 56/16  
Fred [1] 9/21  
FREDERICK [3] 2/2 3/16 4/7  
Frederick Lorig [2] 3/16 4/7  
fredericklorig [1] 2/7

**F**

free [1] 49/20  
Friday [2] 81/1 81/3  
friends [1] 38/25  
front [1] 40/17  
full [2] 80/24 81/18  
fully [1] 62/6  
function [1] 44/19  
furnishing [1] 72/22  
further [1] 79/14  
future [4] 7/1 9/7 13/4 29/22

**G**

GASS [2] 2/17 72/15  
gather [1] 71/16  
gave [6] 30/2 39/11 44/6 44/7 46/19  
57/2  
Gee [1] 31/11  
general [3] 7/24 28/3 37/1  
generalized [1] 75/19  
generally [5] 27/8 44/15 68/23 75/18  
81/10  
get [37] 4/10 6/9 22/3 23/24 24/15  
25/14 37/7 37/12 37/17 38/4 38/24  
41/20 46/11 46/14 48/13 48/15 48/16  
49/3 49/17 49/25 51/1 58/15 60/6  
60/22 61/24 62/8 64/22 64/23 70/20  
72/6 75/8 75/24 78/16 79/1 80/6 83/24  
84/5  
gets [3] 75/20 78/22 81/8  
getting [5] 35/23 37/19 45/14 60/10  
80/14  
giant [1] 29/14  
give [24] 8/3 12/3 12/3 18/8 19/12  
23/11 31/23 35/5 38/6 39/11 40/11  
44/23 48/25 49/19 50/15 51/25 65/17  
69/16 72/7 73/23 79/2 80/10 82/11  
85/2  
given [3] 20/18 40/8 73/18  
gives [1] 23/8  
giving [1] 25/17  
Glicken [4] 47/1 69/19 69/20 73/4  
glossary [1] 43/15  
gmail.com [1] 2/25  
GMV [1] 12/22  
go [30] 4/20 5/23 10/20 11/13 12/6  
16/5 20/25 22/21 25/12 26/9 26/13  
27/25 38/8 43/3 46/6 47/9 47/19 48/1  
49/12 49/14 49/19 49/25 64/20 66/10  
70/20 74/14 78/10 80/5 83/11 84/9  
goes [4] 15/24 54/23 56/4 64/3  
going [86] 3/12 3/14 4/19 4/23 5/11  
5/17 6/8 6/10 8/3 15/1 15/3 15/8 17/7  
19/12 27/1 27/1 29/19 31/25 34/25  
37/12 39/22 40/11 41/12 41/20 41/21  
42/3 42/19 44/9 44/12 44/20 44/23  
45/5 46/17 47/1 47/5 47/7 47/8 47/9  
47/16 47/16 47/23 47/24 47/25 48/1  
48/24 49/4 49/9 51/1 54/18 55/11 58/6  
62/5 62/7 63/5 64/22 64/23 65/13  
65/14 65/15 66/17 68/1 69/10 69/11  
69/12 69/13 72/24 73/5 73/17 73/17  
73/19 73/22 78/22 79/23 81/8 82/7  
82/19 83/13 83/15 83/15 83/19 83/19  
83/20 83/21 83/25 85/2 85/2  
gone [1] 37/3  
good [5] 44/8 45/25 75/25 80/21 82/15

good-faith [1] 75/25  
got [11] 24/1 25/4 36/12 38/10 39/15  
40/19 45/16 55/12 55/23 59/18 66/15  
gotten [2] 48/2 48/7  
grab [1] 83/21  
grant [1] 54/9  
granting [1] 82/9  
grasp [1] 41/12  
great [3] 37/14 40/11 85/18  
gross [10] 9/1 13/4 13/5 13/9 15/19  
17/19 17/23 18/5 18/14 18/23  
group [1] 42/18  
GTV [41] 8/24 8/24 9/25 10/2 10/3 10/7  
10/10 10/15 10/18 11/1 11/5 11/24  
12/14 12/21 13/11 13/19 14/1 14/5  
14/7 14/12 14/12 14/21 15/2 15/8  
15/11 16/1 16/11 16/15 16/18 17/2  
18/11 18/13 18/15 18/20 19/3 19/14  
19/15 20/23 21/3 21/6 21/9  
GTVs [1] 11/21  
guess [4] 24/15 39/6 47/7 71/4  
guessing [1] 45/6  
guidance [1] 6/3  
guilty [1] 35/11  
guitar [1] 69/2  
guys [1] 53/24

**H**

had [26] 4/15 10/13 11/18 13/2 13/25  
15/15 15/20 24/3 26/19 28/23 30/2  
34/8 36/1 36/11 47/10 48/11 50/6  
55/18 57/25 59/19 65/8 65/9 68/15  
69/2 74/9 83/9  
hadn't [2] 11/3 22/6  
half [4] 47/17 48/25 51/9 58/13  
Halloween [1] 49/21  
hand [3] 11/22 13/19 14/16  
handed [2] 16/11 18/9  
handle [3] 3/17 23/25 74/17  
handling [2] 3/14 8/1  
happen [6] 62/5 62/7 71/7 80/20 83/13  
83/19  
happened [1] 24/10  
happens [2] 6/16 51/10  
happy [1] 46/10  
hard [3] 43/20 44/13 83/21  
hardly [1] 16/16  
harm [1] 76/19  
harmed [1] 62/2  
has [26] 5/4 7/10 7/11 11/25 17/11  
17/12 18/4 39/2 39/19 46/9 48/5 51/4  
51/17 52/14 60/16 60/23 61/1 61/10  
63/1 64/2 65/1 71/2 84/1 84/6 84/9  
85/14  
hasn't [3] 19/20 54/15 83/7  
have [150]  
haven't [3] 57/10 67/9 83/5  
having [6] 10/21 42/22 45/4 45/19  
68/17 76/20  
he [41] 6/22 7/11 7/14 8/9 8/16 8/17  
9/4 9/6 9/9 12/2 14/4 14/4 17/4 18/2  
18/3 19/19 20/2 20/14 20/15 25/17  
26/19 26/21 30/2 30/9 31/23 36/13  
36/17 39/8 39/20 46/24 46/25 47/3  
47/15 54/16 64/19 69/2 69/22 71/3  
73/12 83/1 83/7  
he's [5] 7/12 13/24 17/11 20/8 20/12  
head [8] 26/9 26/20 28/1 29/23 30/21

H  
hub-and-spoke [4] 66/16 66/19 66/21 78/11  
huge [2] 77/11 77/15  
hundred [1] 59/23  
husband [1] 60/7  
hyperbole [1] 25/19  
hypothetical [2] 9/7 21/3  
hypothetically [2] 34/15 34/17  
I  
I'd [5] 9/25 23/25 43/14 46/5 71/20  
I'll [26] 3/16 5/8 6/1 6/25 7/19 7/20 8/4  
9/19 18/8 36/24 37/15 40/17 41/25  
49/19 51/24 52/19 55/24 55/25 56/3  
59/6 71/4 74/22 78/16 78/20 80/14  
82/2  
I'm [47] 3/12 4/13 4/19 4/23 5/11 7/22  
8/3 11/12 12/18 21/24 25/19 36/6  
39/17 39/23 40/11 42/3 44/24 45/6  
46/4 46/10 46/12 46/13 46/17 48/17  
48/22 48/24 49/4 49/20 50/19 51/16  
54/9 57/20 59/11 67/5 67/18 70/21  
71/20 71/24 74/6 78/24 81/7 82/18  
83/5 83/25 84/2 84/2 85/2  
I've [10] 28/18 28/18 39/25 42/5 42/6  
43/19 45/16 50/21 74/8 83/1  
idea [4] 34/8 37/7 64/4 80/18  
identified [3] 33/7 45/19 55/10  
identify [1] 67/21  
identity [1] 28/3  
if [99]  
iii [1] 56/16  
illegal [1] 37/9  
imagine [2] 50/7 77/9  
immediately [1] 64/2  
impacts [1] 42/16  
impeach [1] 54/3  
impeachment [2] 67/14 67/15  
impenetrable [1] 60/9  
implied [1] 9/6  
important [2] 67/7 72/23  
importantly [2] 11/7 39/13  
impossible [2] 46/16 51/8  
improvements [1] 74/15  
imputed [1] 18/2  
inappropriate [1] 79/17  
INC [1] 1/10  
incident [2] 45/7 53/11  
inclined [3] 54/9 59/11 71/8  
include [1] 60/2  
included [1] 8/21  
includes [4] 33/18 49/1 60/11 60/19  
including [2] 17/24 76/13  
Indeed [1] 61/1  
indicate [1] 53/20  
indicated [4] 10/3 17/6 33/4 33/20  
indicating [1] 7/21  
indicted [1] 84/14  
Indictment [1] 84/10  
individual [2] 8/14 73/23  
industry [7] 15/9 19/19 19/20 52/11  
52/15 52/22 53/1  
infects [2] 17/13 17/14  
influence [1] 20/1  
information [15] 25/1 26/16 26/21  
26/23 32/1 36/20 36/23 51/18 51/20  
70/15 82/21 82/25 83/2 83/4 84/9  
initial [1] 50/3  
injunction [1] 33/21  
instance [1] 29/18  
instead [2] 25/2 63/7  
instruction [10] 6/17 7/6 7/16 62/18  
70/20 74/11 74/15 74/22 78/8 78/11  
instructions [10] 22/12 54/19 74/8  
74/11 75/16 75/19 78/15 79/3 79/10  
79/11  
intend [1] 49/13  
intended [1] 9/24  
intending [1] 67/23  
intention [3] 5/20 5/25 69/4  
intentional [2] 34/19 40/8  
interest [1] 83/12  
interfered [1] 32/20  
interference [5] 32/9 33/11 34/19  
35/13 40/8  
internal [4] 12/9 18/21 28/2 60/12  
interpret [1] 70/6  
interpretation [1] 52/3  
interviews [1] 46/25  
introduction [1] 41/9  
inventories [1] 37/3  
inventory [2] 37/21 37/22  
investment [7] 10/25 10/25 11/10  
12/12 15/5 16/3 29/22  
investor [3] 13/1 13/1 13/14  
investors [6] 10/9 11/8 12/10 13/25  
16/20 18/11  
involved [2] 33/7 36/12  
irony [1] 52/19  
irrespective [1] 17/23  
is [237]  
isn't [7] 9/15 22/19 25/15 45/4 60/16  
73/17 83/4  
issue [31] 4/17 11/24 17/17 17/21  
20/23 20/24 21/13 22/13 24/12 24/14  
33/2 36/25 38/15 46/2 52/16 54/24  
56/9 56/19 56/20 57/25 58/5 61/12  
61/23 61/23 62/8 63/14 64/8 66/7 75/5  
76/9 79/14  
issued [1] 73/14  
issues [11] 6/17 8/4 20/4 36/12 51/14  
65/12 65/13 71/22 72/12 74/22 80/15  
it [235]  
it's [84] 4/19 6/21 6/22 6/24 10/20  
13/10 13/16 15/16 15/21 16/7 17/20  
18/12 18/19 19/1 19/6 21/4 22/21 23/2  
23/16 23/18 23/18 25/15 25/20 25/23  
28/2 30/11 31/14 31/17 33/19 33/21  
33/22 33/22 38/19 38/23 40/18 45/11  
45/15 45/17 46/9 46/16 47/8 47/16  
47/24 47/25 51/8 52/17 53/2 53/8  
55/14 56/14 56/19 56/20 56/23 59/24  
60/1 60/3 61/11 61/14 61/15 61/18  
61/22 63/13 63/14 64/24 65/2 65/3  
65/4 66/7 67/7 68/16 68/20 69/11  
70/15 70/18 70/19 73/17 80/23 81/1  
81/3 82/7 82/25 83/4 83/21 84/13  
Item [5] 3/3 25/6 25/7 25/10 26/2  
Item No. 12 [1] 3/3  
Item No. 2 [2] 25/6 25/7  
Item No. 3 [1] 25/10  
its [12] 10/10 17/2 17/19 18/20 61/15  
62/16 62/22 63/5 63/8 65/1 71/4 75/2  
itself [9] 16/15 16/15 16/20 22/24 29/9  
38/23 56/10 64/6 65/24  
J  
Jack [1] 69/1  
JAMES [1] 2/11  
January [3] 82/13 82/14 85/16  
Jay [2] 60/2 60/7  
JENNIFER [1] 2/4  
jenniferenglish [1] 2/9  
JMOL [1] 59/1  
job [1] 80/6  
Johnson [1] 69/1  
joint [1] 40/15  
joke [1] 19/9  
Jones [2] 69/18 73/11  
judge [7] 1/4 3/24 4/16 6/21 46/6  
48/24 48/25  
Judge Rosenberg's [1] 3/24  
Judge Walter [1] 48/25  
judges [4] 46/1 80/7 80/8 80/9  
judges' [1] 7/21  
judgment [14] 5/21 20/10 30/4 33/20  
34/13 40/9 52/16 57/11 59/10 63/18  
64/1 64/9 64/18 78/1  
judicial [2] 50/4 86/8  
jurisdiction [2] 56/14 57/19  
jurisdictional [5] 56/8 56/19 57/23  
58/5 58/16  
jurors [1] 78/21  
jury [30] 8/10 10/20 17/8 22/12 24/12  
34/15 34/15 34/17 41/9 41/17 46/20  
47/13 52/4 52/6 54/19 59/11 62/18  
64/3 65/13 65/15 66/7 70/20 74/8  
74/22 75/20 78/14 78/25 79/3 79/8  
82/22  
just [55] 3/23 5/3 8/1 16/25 17/16 18/8  
19/1 22/5 25/16 26/11 27/2 27/6 27/20  
34/22 38/12 38/14 38/17 38/19 39/22  
40/1 43/17 44/14 44/24 46/6 48/6  
48/18 49/4 49/5 51/7 51/19 51/24 52/6  
52/20 53/2 53/22 57/2 61/23 62/3 62/5  
63/13 66/8 74/12 74/14 74/21 75/11  
75/13 75/23 78/4 79/1 81/11 82/19  
82/25 83/8 83/9 83/13  
K  
keep [4] 6/25 31/11 68/12 79/18  
keeping [1] 24/18  
Kenny [1] 27/25  
kept [5] 24/19 36/3 39/10 54/12 60/7  
KEVIN [2] 2/3 76/7  
Kevin Teruya [1] 76/7  
kevinteruya [1] 2/8  
keys [1] 25/17  
kind [10] 7/22 23/13 26/23 32/22 35/22  
36/11 42/10 55/1 62/4 83/22  
kinds [1] 8/9  
kingdom [1] 25/17  
Klausner [1] 48/24  
knew [2] 36/2 36/15  
know [77] 3/7 5/4 5/9 6/24 10/6 10/23  
13/10 15/3 15/7 17/1 19/6 19/8 19/9  
19/17 23/9 27/7 28/4 29/2 29/18 30/9  
30/10 31/5 34/20 35/4 35/7 35/10 36/5  
36/10 36/16 36/16 36/17 36/17 37/13  
37/13 38/18 41/14 42/8 42/25 43/4  
44/21 44/22 45/11 45/15 45/15 45/18  
47/12 47/23 48/20 50/10 50/18 50/23

Case 2:15-cv-09814-DSF-AGR Document 523 Filed 10/26/17 Page 95 of 103 Page ID  
#65215

**K**  
**know...** [26] 51/24 52/15 53/8 53/17  
53/17 54/4 54/10 59/23 59/24 63/6  
64/5 66/13 67/6 68/12 71/2 71/13  
71/14 77/22 78/10 78/20 78/23 79/22  
79/24 81/22 82/23 84/14  
**knowing** [3] 27/20 30/24 71/11  
**known** [1] 28/4  
**Kramer** [1] 39/18

**L**  
**largest** [1] 42/6  
**last** [3] 11/9 20/6 83/10  
**late** [3] 45/19 50/9 55/6  
**later** [1] 8/23  
**LATHAM** [3] 2/10 2/16 3/21  
**latter** [1] 76/2  
**laugh** [1] 44/8  
**Laughter** [2] 53/7 78/17  
**law** [18] 2/5 2/12 2/16 2/17 2/17 22/9  
23/15 24/17 41/16 51/6 51/9 55/17  
55/18 61/2 62/15 62/19 75/25 79/9  
**laws** [1] 78/6  
**lawsuit** [1] 54/6  
**lawyers** [3] 39/19 42/23 80/19  
**laying** [1] 44/22  
**lays** [1] 76/17  
**learned** [1] 32/20  
**least** [12] 4/12 5/12 6/21 21/7 35/17  
49/11 58/7 67/21 74/19 77/6 81/17  
85/1  
**leave** [1] 11/12  
**lectern** [5] 4/6 6/22 6/24 55/25 56/4  
**leeway** [1] 61/3  
**left** [4] 11/2 27/18 46/18 58/19  
**legality** [1] 52/15  
**length** [1] 12/25  
**lengthiest** [1] 42/7  
**less** [3] 63/6 75/3 77/10  
**let** [14] 16/25 30/10 39/6 40/23 48/13  
48/20 50/15 50/24 51/24 59/14 66/10  
70/24 71/15 79/23  
**let's** [7] 3/23 6/5 7/20 12/19 21/13  
21/21 49/25  
**levels** [1] 70/9  
**leverage** [1] 33/24  
**liability** [2] 62/16 62/16  
**liable** [1] 62/21  
**like** [39] 5/6 7/23 10/1 15/14 15/15  
16/3 18/5 18/25 20/24 24/18 27/25  
28/8 28/9 28/13 37/3 38/23 39/23  
41/18 43/15 48/23 49/22 52/20 59/9  
60/2 60/14 60/18 60/22 60/24 68/3  
68/19 68/24 69/18 71/20 71/21 72/18  
74/10 77/24 80/3 80/18  
**likely** [1] 69/23  
**limine** [18] 1/23 6/5 6/7 6/11 7/5 8/22  
16/8 43/3 46/14 50/1 50/2 59/8 59/15  
61/21 67/5 67/11 71/6 73/17  
**limit** [2] 72/17 77/20  
**line** [1] 8/19  
**lines** [3] 18/13 68/8 70/3  
**list** [12] 26/11 26/12 27/22 42/7 43/1  
43/8 43/8 44/2 48/16 53/16 53/19  
84/23  
**listing** [1] 29/5  
**lists** [7] 14/10 27/7 28/3 28/18 43/19

43/24 44/4  
**literally** [1] 23/20  
**literature** [1] 17/6  
**litigation** [2] 10/14 72/5  
**little** [5] 28/7 40/12 43/20 70/18 83/9  
**LIVE** [27] 1/10 3/4 16/12 16/14 16/20  
20/1 20/7 20/14 20/15 60/8 60/13  
61/12 61/13 61/15 61/15 62/24 63/2  
63/20 64/5 64/6 64/11 64/13 65/7  
65/11 65/24 66/1 73/14  
**LLC** [4] 1/6 1/10 1/13 1/17  
**LLP** [3] 2/2 2/10 2/16  
**lock** [1] 31/16  
**long** [8] 10/13 34/25 40/18 45/5 47/9  
47/24 61/2 61/2  
**longer** [2] 5/2 85/15  
**look** [16] 12/7 14/25 18/10 18/18 30/3  
38/24 38/25 42/21 44/13 48/20 65/13  
65/14 75/12 79/15 84/6 84/25  
**looked** [9] 19/2 42/5 43/19 68/2 68/3  
68/18 68/19 68/22 74/9  
**looking** [8] 13/3 13/18 13/25 16/14  
18/5 61/6 74/3 82/19  
**LORIG** [12] 2/2 3/16 4/7 5/3 6/9 9/21  
11/16 18/9 20/3 21/18 72/25 84/1  
**Los** [5] 1/21 2/6 2/13 2/24 3/1  
**loses** [1] 19/9  
**losing** [1] 49/5  
**loss** [19] 8/24 17/9 26/24 55/11 55/13  
55/16 56/7 56/11 56/12 57/3 57/6  
57/11 57/14 57/22 58/8 58/21 58/22  
58/24 58/25  
**losses** [2] 37/2 54/21  
**lost** [5] 17/14 54/10 54/17 72/20 73/3  
**lost-business** [1] 17/14  
**lot** [10] 28/12 43/2 46/9 48/14 63/6  
70/13 75/24 81/25 81/25 83/14  
**love** [1] 46/5  
**lw.com** [5] 2/14 2/15 2/20 2/20 2/20

**M**  
**Mac** [2] 73/7 73/8  
**made** [11] 5/16 7/14 13/15 15/15 15/16  
20/4 21/11 37/4 37/6 60/5 72/4  
**Magistrate** [1] 4/16  
**mail** [1] 81/4  
**mails** [3] 71/10 71/11 71/15  
**main** [2] 3/14 52/18  
**maintain** [1] 56/13  
**major** [1] 74/25  
**make** [31] 4/24 6/25 7/15 7/23 12/14  
15/17 17/22 21/1 38/14 42/17 42/19  
44/14 46/21 50/6 53/15 53/19 53/23  
61/21 62/9 66/11 68/13 69/13 70/2  
74/15 75/19 77/13 78/5 79/25 80/19  
82/14 82/19  
**makes** [3] 14/24 19/10 77/8  
**making** [4] 16/22 55/1 67/22 72/7  
**manage** [2] 25/9 33/1  
**managed** [1] 25/8  
**manager** [3] 33/16 69/12 71/3  
**managers** [5] 29/21 45/11 63/10 69/9  
71/1  
**many** [15] 40/2 44/19 45/2 45/12 45/15  
45/20 49/4 52/1 68/11 68/13 74/10  
74/17 78/20 79/11 79/11  
**March** [2] 55/7 84/3  
**margin** [3] 18/23 18/23 19/11

**market** [9] 14/21 27/14 36/19 51/12  
63/4 64/10 64/20 65/1 65/4  
**market-based** [1] 14/21  
**marketing** [2] 23/6 63/20  
**marketplace** [1] 35/24  
**markets** [1] 64/12  
**master** [5] 20/22 45/1 46/2 46/5 47/12  
**Matt** [1] 69/18  
**matter** [14] 15/12 25/7 33/21 45/14  
47/22 47/22 55/5 55/8 55/14 57/23  
70/16 70/19 83/14 86/7  
**matters** [2] 16/22 64/25  
**may** [36] 4/11 5/4 7/17 17/1 20/25  
23/15 28/4 28/9 31/6 38/11 38/14 39/5  
39/20 40/17 44/14 45/10 46/22 50/13  
56/13 59/12 61/3 62/12 69/7 69/7 69/7  
69/7 70/22 72/5 72/9 74/13 74/15  
74/21 76/4 78/3 80/24 85/4  
**maybe** [6] 23/15 36/5 46/13 48/18  
68/15 74/21  
**McCartney** [4] 36/13 36/16 36/17 65/9  
**me** [50] 4/14 5/9 7/22 8/5 11/11 12/4  
16/25 21/4 23/25 24/14 24/19 34/22  
37/14 39/6 39/18 41/22 42/13 42/17  
44/6 44/7 46/10 46/19 47/13 49/9  
50/15 50/17 50/20 51/7 52/4 59/10  
59/14 66/10 69/16 69/22 69/23 70/7  
70/18 70/24 71/15 71/16 71/21 72/11  
73/13 74/10 75/24 79/24 81/19 82/10  
84/14 84/16  
**Mead** [5] 7/10 22/16 24/10 26/6 51/11  
**mean** [13] 24/2 25/15 25/16 28/25 36/4  
41/3 41/5 41/17 52/7 52/14 52/19  
67/16 75/23  
**means** [8] 7/12 31/19 31/20 41/13  
54/18 54/23 80/8 83/21  
**meant** [3] 19/23 44/1 79/17  
**mechanism** [1] 57/17  
**mediated** [1] 5/20  
**mediation** [3] 5/22 84/18 85/6  
**mediator** [3] 5/24 82/1 83/21  
**meet** [2] 85/5 85/16  
**meets** [1] 72/2  
**memoranda** [1] 22/8  
**memorandum** [1] 12/9  
**memorandums** [2] 20/9 20/19  
**memos** [2] 30/3 30/9  
**mention** [3] 19/24 49/7 51/5  
**mentioned** [5] 50/9 66/10 66/12 69/20  
80/2  
**mentions** [1] 18/3  
**Mercedes** [1] 38/23  
**merchandise** [3] 13/5 13/9 18/14  
**merger** [1] 9/7  
**merit** [1] 25/21  
**merits** [1] 17/2  
**meta** [1] 75/15  
**meta-dispute** [1] 75/15  
**method** [1] 9/4  
**methodologies** [1] 14/22  
**methodology** [3] 15/24 21/8 23/2  
**methods** [1] 10/4  
**metric** [1] 17/20  
**metrics** [2] 15/12 18/24  
**Michael** [3] 20/6 64/17 65/11  
**mid** [1] 82/4  
**mid-February** [1] 82/4  
**middle** [1] 41/18

**M**  
**midst** [1] 10/23  
**might** [7] 4/3 24/13 24/13 27/21 36/16  
60/21 71/8  
**Miley** [1] 60/11  
**million** [6] 10/24 10/25 12/12 15/4  
21/2 60/3  
**mind** [4] 6/25 13/22 14/2 64/24  
**minute** [1] 12/17  
**misappropriation** [2] 9/18 32/21  
**miscalculation** [1] 8/24  
**misrepresent** [1] 37/24  
**missing** [5] 6/17 7/5 7/7 7/16 17/25  
**mitigated** [5] 35/2 35/5 35/8 35/14  
37/2  
**mitigating** [1] 35/2  
**mitigation** [2] 36/25 38/15  
**model** [9] 9/13 30/16 30/24 74/10  
74/14 75/1 75/2 75/8 78/9  
**models** [3] 77/19 77/22 77/23  
**moment** [3] 27/18 46/15 48/22  
**Monday** [2] 1/22 3/1  
**money** [2] 19/9 37/16  
**monopolization** [4] 10/24 11/4 34/12  
66/5  
**monopoly** [1] 33/24  
**Montgomery** [1] 2/18  
**month** [2] 59/5 84/1  
**months** [2] 58/13 58/14  
**moot** [1] 17/10  
**more** [32] 5/5 5/10 5/10 6/1 6/2 11/7  
15/7 28/8 35/20 39/12 40/13 44/11  
44/18 46/19 47/3 48/9 49/22 57/14  
57/22 68/11 68/14 70/6 71/21 72/9  
74/9 74/22 75/11 75/22 80/8 83/10  
84/24 85/3  
**morning** [1] 49/9  
**most** [6] 5/12 17/25 19/5 40/4 74/11  
75/5  
**motion** [28] 4/21 4/24 5/1 5/8 6/5 6/7  
6/11 6/16 7/4 7/20 9/10 16/9 20/11  
30/4 46/14 50/2 50/6 55/1 57/12 59/8  
59/10 59/11 59/15 61/21 63/18 67/5  
67/10 73/16  
**motions** [8] 1/23 3/18 8/22 20/10  
21/25 43/3 49/25 71/6  
**motive** [5] 70/7 70/11 70/15 72/22  
73/13  
**move** [7] 7/20 21/13 25/6 36/25 38/12  
45/18 70/23  
**Moving** [1] 40/15  
**Mr** [1] 73/4  
**Mr. [55]** 4/12 5/3 6/9 6/10 6/12 7/10  
7/25 8/5 8/12 9/23 10/17 11/16 11/19  
11/20 12/16 13/24 14/15 16/1 17/3  
17/21 18/9 19/18 20/3 20/12 20/19  
20/21 20/21 21/18 22/16 22/16 24/10  
26/6 26/22 34/22 40/9 46/24 47/1 47/1  
47/14 47/23 47/25 48/12 54/13 55/2  
59/19 60/5 62/23 65/18 69/20 72/25  
73/4 73/11 82/11 82/17 84/1  
**Mr. Block** [3] 47/1 47/23 73/4  
**Mr. Glick** [2] 47/1 69/20  
**Mr. Jones** [1] 73/11  
**Mr. Lorig** [8] 5/3 6/9 11/16 18/9 20/3  
21/18 72/25 84/1  
**Mr. Mead** [4] 7/10 22/16 24/10 26/6

**Mr. Rapino** [3] 20/12 20/19 20/21  
**Mr. Schechter** [1] 55/2  
**Mr. Wall** [5] 14/15 40/9 47/25 62/23  
65/18  
**Mr. Wilson** [1] 6/12  
**Mr. Wolfson** [2] 6/10 34/22  
**Mr. Wolfson's** [3] 11/19 11/20 12/16  
**Mr. Yurkerwich** [14] 7/25 8/5 8/12  
9/23 13/24 17/21 19/18 20/21 46/24  
47/14 48/12 54/13 59/19 82/17  
**Mr. Yurkerwich's** [5] 10/17 16/1 17/3  
60/5 82/11  
**Mr. Zaidi** [3] 4/12 22/16 26/22  
**Ms** [1] 73/4  
**Ms. [6]** 3/7 43/12 47/1 55/21 84/6  
84/15  
**Ms. Bellin** [1] 47/1  
**Ms. Plato** [4] 3/7 43/12 84/6 84/15  
**Ms. Trebicka** [1] 55/21  
**much** [19] 15/15 23/8 44/8 44/11  
44/22 46/1 46/12 46/13 46/20 46/20  
46/21 71/19 77/23 78/21 79/7 79/9  
80/14 80/14 85/19  
**multi** [1] 65/7  
**multi-punch** [1] 65/7  
**multiple** [6] 10/7 10/18 14/7 14/13  
19/3 55/18  
**multiples** [1] 15/18  
**multiplying** [2] 17/11 18/1  
**muster** [1] 28/9  
**my** [30] 5/11 5/14 7/23 8/3 9/19 22/9  
23/25 25/22 31/13 34/23 38/23 38/25  
46/9 46/10 50/3 50/15 51/6 51/9 52/9  
56/2 61/1 68/17 71/8 71/9 72/7 79/25  
80/7 80/13 81/4 84/7  
**N**  
**name** [2] 3/11 76/24  
**names** [2] 43/14 43/15  
**narrow** [2] 64/4 77/25  
**NATION** [22] 1/10 3/4 16/15 16/20  
20/7 20/14 20/15 60/8 60/13 61/12  
61/13 61/15 61/15 63/2 63/20 64/6  
64/11 65/7 65/11 65/24 66/1 73/14  
**Nation's** [5] 16/12 20/1 62/25 64/6  
64/13  
**nearly** [1] 47/24  
**neat** [1] 56/5  
**neatly** [2] 78/3 78/4  
**necessarily** [2] 34/20 53/23  
**need** [41] 5/10 5/10 5/13 5/23 5/23  
7/17 8/13 40/3 41/22 42/15 43/4 44/12  
45/9 47/13 48/19 50/10 52/4 53/15  
53/19 54/19 56/15 56/15 58/4 61/21  
61/22 71/15 71/16 72/6 72/9 74/2  
78/21 79/2 79/8 79/10 79/13 79/14  
80/13 81/6 82/10 82/23 84/5  
**needed** [1] 34/24  
**negative** [1] 19/25  
**neither** [1] 19/12  
**never** [9] 15/16 37/20 37/21 39/15  
55/15 56/8 57/5 57/14 72/21  
**Nevermind** [1] 25/19  
**Nevertheless** [1] 15/17  
**new** [3] 25/18 26/8 84/12  
**next** [9] 27/1 27/5 28/10 37/15 38/12  
49/20 49/24 60/22 80/23  
**nine** [5] 22/12 28/21 28/24 29/6 29/11

**Ninth** [1] 75/5  
**no** [52] 1/9 3/24 4/1 5/2 9/4 12/1 13/2  
17/11 18/3 18/10 19/14 21/9 24/24  
31/7 31/20 31/22 32/13 34/16 34/17  
35/7 36/18 39/25 47/3 50/4 50/10 53/6  
55/11 55/18 57/21 58/8 58/20 58/23  
58/24 59/1 62/18 67/13 67/18 68/18  
69/25 71/10 71/11 72/3 74/22 75/11  
77/10 80/18 80/21 81/20 83/1 83/12  
84/20 86/17  
**No. [10]** 3/3 6/5 6/8 6/11 22/17 25/6  
25/7 25/10 26/2 50/2  
**No. 1** [2] 22/17 50/2  
**No. 3** [4] 6/5 6/8 6/11 26/2  
**nobody** [2] 11/12 27/18  
**non** [4] 24/23 48/11 71/12 73/17  
**non-hearsay** [1] 71/12  
**non-Ticketmaster** [1] 24/23  
**non-verbal** [1] 48/11  
**nondisclosure** [3] 24/3 24/6 54/21  
**none** [4] 24/25 55/10 65/18 84/21  
**not** [145]  
**note** [1] 7/2  
**noted** [1] 7/10  
**nothing** [4] 21/16 21/19 49/14 73/9  
**notice** [3] 42/24 57/24 71/22  
**November** [2] 49/8 49/14  
**November 28** [2] 49/8 49/14  
**now** [24] 4/19 5/14 7/3 30/18 38/9  
39/11 44/25 52/17 52/22 53/1 53/23  
54/25 56/8 56/17 56/23 57/9 57/15  
57/19 59/5 60/23 61/10 67/4 68/3  
79/16  
**number** [8] 17/11 22/17 28/21 46/17  
47/24 51/4 51/10 84/24  
**numbers** [3] 17/7 46/19 84/23  
**numerous** [1] 22/14  
**O**  
**O'Bannon** [7] 75/4 75/6 75/9 76/9  
76/10 77/4 77/5  
**o'clock** [2] 80/3 80/6  
**O'MARA** [1] 2/17  
**object** [3] 45/19 79/23 80/20  
**objection** [2] 21/13 72/3  
**objections** [11] 3/24 42/9 42/23 43/2  
49/3 49/4 53/21 80/4 80/19 80/22  
80/24  
**obvious** [2] 8/5 17/25  
**obviously** [1] 37/1  
**October** [3] 1/22 3/1 86/11  
**odd** [1] 58/2  
**off** [13] 7/19 7/21 26/10 28/1 46/15  
49/4 49/23 51/10 52/9 69/3 73/21  
83/23 83/25  
**offense** [1] 84/20  
**offenses** [1] 75/21  
**offer** [3] 9/23 26/21 46/5  
**offered** [1] 35/20  
**offerings** [1] 35/15  
**offices** [1] 51/9  
**Official** [3] 1/25 2/22 86/17  
**often** [2] 71/22 80/20  
**Oh** [2] 36/20 58/6  
**okay** [36] 3/19 6/12 12/6 12/23 13/12  
22/17 22/19 26/15 27/5 27/19 28/14  
29/23 31/1 32/3 32/5 32/22 33/9 36/21  
36/23 38/13 38/16 39/4 41/24 50/16

Case 2:15-cv-09814-DSF-AGR Document 523 Filed 10/26/17 Page 97 of 103 Page ID  
#65217

**okay...** [12] 53/4 57/18 58/15 66/22  
67/3 67/25 70/4 74/5 76/6 78/5 81/21  
85/18  
**old** [2] 19/9 36/7  
**on** [153]  
**once** [4] 4/9 38/24 71/21 84/15  
**one** [60] 4/24 5/6 6/16 10/4 12/9 14/15  
14/21 15/11 15/12 15/23 16/11 17/18  
18/10 18/12 18/13 18/19 18/22 19/14  
21/25 22/23 23/9 26/16 27/16 28/21  
29/7 29/13 29/13 34/4 34/20 35/22  
39/18 40/5 40/16 43/3 45/9 46/17 49/8  
49/11 52/18 53/8 54/13 56/2 56/3 61/3  
61/10 61/25 62/14 63/18 64/2 68/4  
70/9 73/23 74/25 75/7 75/8 75/12 77/9  
81/8 81/18 84/25  
**one-sided** [1] 53/8  
**ones** [8] 22/15 28/8 32/20 36/6 47/7  
59/22 59/25 78/9  
**online** [2] 25/8 25/12  
**only** [21] 7/7 8/20 14/15 17/22 18/5  
25/2 36/2 36/19 37/19 38/20 40/19  
56/17 57/20 61/5 62/9 70/9 71/21 73/5  
80/10 80/19 85/11  
**oOo** [2] 3/2 85/22  
**opening** [1] 49/1  
**opinion** [1] 75/25  
**opinions** [2] 7/21 50/5  
**opportunity** [4] 30/2 72/15 73/24  
76/21  
**opposed** [2] 27/20 62/1  
**opposite** [1] 35/11  
**opposition** [2] 63/2 64/18  
**opting** [1] 75/18  
**option** [1] 49/19  
**or** [75] 5/12 8/8 9/17 9/17 11/13 13/5  
17/19 19/1 19/18 20/25 23/16 27/1  
27/21 28/22 33/16 33/19 33/20 33/22  
34/10 38/10 38/10 40/2 40/2 42/1  
42/16 43/10 46/5 46/6 46/19 46/19  
47/17 48/10 48/12 48/15 48/24 49/20  
51/22 52/5 52/7 52/12 54/6 54/13  
54/19 56/12 57/12 59/2 59/5 60/17  
60/18 63/20 63/21 63/21 67/7 67/14  
67/19 67/21 68/5 69/7 69/7 69/13  
70/10 70/11 71/13 72/4 72/12 73/7  
73/11 74/15 74/15 76/19 78/5 78/6  
78/8 78/13 84/10  
**oral** [3] 32/14 32/22 34/10  
**order** [18] 3/17 3/25 4/9 4/10 4/13 4/18  
4/19 4/19 5/21 26/9 34/1 42/5 42/6  
43/9 52/20 64/1 64/9 78/2  
**ordinarily** [2] 14/25 74/16  
**original** [1] 13/16  
**originally** [1] 82/6  
**other** [49] 3/18 7/21 8/4 8/8 8/12 10/9  
10/17 11/13 12/15 14/5 15/2 15/4 16/4  
16/18 17/13 17/24 19/15 20/4 21/5  
21/13 22/19 23/15 26/22 27/12 27/17  
34/3 34/5 34/21 35/1 36/25 40/20  
43/15 45/25 49/5 50/23 50/24 51/20  
52/2 52/13 61/8 63/23 65/3 65/15  
67/10 69/13 73/14 75/14 79/23 80/11  
**others** [2] 27/16 61/18  
**otherwise** [6] 21/16 23/19 38/5 43/7  
51/24 78/13

**ought** [1] 51/19  
**our** [34] 3/11 4/15 5/1 5/20 5/25 9/22  
10/4 10/8 14/23 33/15 35/11 35/12  
35/16 35/19 37/1 39/18 43/13 43/16  
44/17 45/15 45/19 52/18 55/22 61/6  
63/2 65/19 66/24 66/25 67/22 68/24  
69/4 77/20 77/25 78/14  
**ours** [3] 12/13 39/1 39/2  
**out** [48] 5/11 6/8 9/22 10/21 11/3  
14/24 17/5 21/10 21/10 23/3 25/20  
27/12 29/24 30/1 33/19 35/22 36/13  
40/3 41/7 42/3 42/15 42/25 43/20  
43/23 43/25 44/5 44/19 46/8 49/5 50/3  
51/23 55/18 59/6 60/14 63/3 64/20  
64/22 64/23 65/1 74/14 76/3 76/17  
78/21 79/13 79/16 81/23 83/3 85/14  
**out there** [1] 40/3  
**outs** [1] 65/24  
**outside** [2] 18/11 59/24  
**over** [18] 15/18 15/24 38/4 46/2 46/2  
46/2 48/24 49/25 53/2 57/19 59/23  
62/5 62/5 67/17 67/19 73/21 75/24  
81/2  
**overall** [6] 64/12 64/25 65/16 66/25  
67/1 67/6  
**overlap** [1] 28/24  
**overnight** [1] 83/19  
**overrule** [1] 77/4  
**oversimplifying** [1] 28/23  
**own** [8] 7/23 16/12 18/21 23/5 35/25  
35/25 46/18 61/15  
**owned** [1] 20/15  
**owner's** [1] 62/16  
**owns** [1] 41/1

**P**  
**p.m** [6] 1/22 3/1 80/25 81/1 81/3 85/20  
**page** [4] 14/9 58/10 78/25 86/7  
**pages** [1] 18/18  
**paid** [2] 46/11 79/1  
**papers** [10] 9/22 10/4 10/8 11/7 14/23  
16/17 34/13 44/10 54/12 64/18  
**paragraphs** [1] 19/25  
**pare** [3] 40/10 46/3 84/22  
**parent** [4] 62/16 62/19 64/15 66/4  
**parent-owner's** [1] 62/16  
**part** [16] 7/8 13/14 17/3 35/18 46/9  
47/19 54/9 54/10 65/7 65/16 67/5  
69/22 73/1 74/11 82/10 82/17  
**partially** [1] 50/13  
**participate** [1] 45/25  
**participates** [1] 62/20  
**particular** [7] 23/2 27/24 28/4 28/12  
45/8 51/17 75/2  
**particularly** [1] 7/22  
**parties** [5] 28/20 31/2 32/17 62/18  
82/3  
**partner** [4] 2/2 2/3 2/3 60/8  
**party** [7] 16/2 16/20 42/13 43/5 53/13  
53/14 64/15  
**pass** [5] 26/10 28/1 28/9 58/11 74/8  
**passage** [1] 56/9  
**past** [3] 13/2 54/5 84/13  
**pasted** [1] 43/22  
**PAT** [5] 1/25 2/22 86/3 86/16 86/17  
**patcuneo1600** [1] 2/25  
**Paul** [4] 36/13 36/16 36/17 65/9  
**Paul McCartney** [3] 36/16 36/17 65/9

**Pause** [1] 74/1  
**pay** [6] 28/8 37/15 37/20 37/21 52/24  
**pending** [2] 7/5 9/10  
**people** [15] 3/8 19/20 22/20 36/10  
42/23 43/4 45/10 47/4 48/14 50/19  
65/3 68/2 68/17 74/3 84/16  
**per** [1] 47/17  
**percent** [6] 59/24 61/7 62/15 62/19  
63/22 66/4  
**percentages** [1] 8/18  
**peremptories** [1] 78/23  
**periodic** [2] 26/19 27/2  
**permissible** [1] 73/18  
**permit** [1] 58/1  
**person** [4] 45/8 45/10 56/12 69/13  
**personally** [1] 20/7  
**perspective** [1] 44/17  
**phenomenon** [1] 53/1  
**phone** [2] 23/3 23/14  
**phrase** [3] 40/16 41/11 46/12  
**phrases** [1] 43/15  
**pick** [3] 78/8 78/13 78/16  
**picture** [2] 6/24 69/2  
**pictures** [1] 68/25  
**piece** [2] 37/15 48/11  
**pipelines** [1] 26/3  
**place** [1] 7/9  
**placed** [1] 21/2  
**places** [1] 37/19  
**plainly** [1] 19/1  
**plaintiff** [16] 1/7 2/2 3/15 21/22 45/18  
53/15 55/6 67/8 71/14 75/18 76/8  
76/18 76/20 76/23 78/12 79/4  
**plaintiff's** [5] 9/20 44/2 50/2 77/18  
79/7  
**plaintiffs** [2] 44/7 54/12  
**plan** [4] 4/3 23/5 68/17 73/1  
**planning** [5] 21/22 43/25 66/13 66/17  
67/8  
**plans** [2] 28/19 29/22  
**Plato** [4] 3/7 43/12 84/6 84/15  
**playing** [1] 67/6  
**pleading** [1] 57/24  
**pleadings** [4] 57/6 57/12 57/15 57/22  
**please** [2] 4/6 56/1  
**pled** [2] 58/22 75/16  
**plot** [1] 53/2  
**podium** [2] 4/5 6/20  
**point** [17] 11/24 16/10 16/10 16/22  
17/10 17/16 20/6 24/4 28/21 41/14  
54/4 54/5 59/16 61/1 61/6 75/14 76/2  
**pointed** [1] 9/22  
**points** [2] 22/8 52/18  
**policy** [9] 37/25 40/22 64/20 65/1 65/2  
67/4 67/6 67/23 68/7  
**portion** [4] 14/3 66/24 66/25 67/2  
**position** [2] 33/24 37/1  
**positions** [1] 43/10  
**possible** [3] 62/24 77/23 79/24  
**post** [2] 7/2 15/5  
**post-investment** [1] 15/5  
**post-it** [1] 7/2  
**posture** [1] 58/2  
**posture on** [1] 58/2  
**potential** [2] 13/3 26/5  
**potentially** [1] 61/25  
**PowerPoints** [3] 10/13 11/22 12/8  
**practical** [2] 45/14 83/14

**P**  
**practically** [2] 46/16 51/8  
**practice** [2] 52/12 52/15  
**practices** [2] 61/8 75/16  
**pre** [1] 12/12  
**pre-investment** [1] 12/12  
**precise** [2] 21/21 21/22  
**precisely** [1] 72/24  
**predicate** [1] 34/12  
**predominately** [1] 77/19  
**preexisting** [1] 40/24  
**prefer** [1] 6/19  
**preferred** [1] 14/22  
**prepare** [1] 11/22  
**prepared** [5] 10/13 39/17 39/23 55/21 55/23  
**preponderance** [1] 79/5  
**presale** [8] 33/1 33/19 35/5 37/8 63/16 63/23 65/3 65/21  
**presales** [8] 9/16 33/25 37/14 40/23 41/3 41/4 60/4 63/11  
**present** [2] 54/16 80/16  
**presentation** [1] 13/15  
**presentations** [3] 28/19 29/16 29/18  
**presented** [8] 8/11 8/21 10/8 49/17 62/9 70/16 71/12 82/22  
**PRESIDING** [1] 1/4  
**pressure** [1] 62/2  
**pretrial** [7] 1/23 3/15 3/17 22/1 22/7 42/5 42/6  
**prevent** [1] 63/21  
**price** [1] 14/25  
**prior** [1] 35/23  
**privacy** [1] 31/7  
**private** [2] 29/9 31/11  
**pro** [5] 76/20 76/22 77/2 77/11 77/16  
**pro-competitive** [5] 76/20 76/22 77/2 77/11 77/16  
**probably** [3] 31/11 78/23 81/3  
**problem** [4] 11/2 45/13 46/9 60/9  
**problems** [2] 17/13 70/13  
**procedure** [1] 76/11  
**proceed** [1] 21/23  
**proceedings** [5] 1/20 66/14 74/1 85/20 86/6  
**process** [5] 17/12 44/15 45/4 48/9 76/18  
**produce** [1] 68/6  
**produced** [9] 42/9 55/12 58/20 67/9 67/24 68/9 68/11 68/14 68/15  
**product** [2] 17/2 38/22  
**profit** [5] 15/16 15/17 19/11 21/1 26/24  
**profitability** [7] 13/2 13/3 17/24 18/6 18/16 18/24 19/6  
**profits** [3] 15/15 20/25 21/11  
**program** [1] 40/22  
**projected** [1] 26/24  
**projections** [1] 13/19  
**promise** [1] 81/5  
**promoted** [1] 63/9  
**promoter** [4] 20/1 23/21 61/16 64/14  
**promoters** [4] 22/22 24/9 29/21 32/25  
**promotion** [1] 64/7  
**promotor** [1] 33/16  
**pronounce** [1] 76/14  
**pronunciation** [1] 7/25  
**proof** [2] 58/1 58/4  
**proper** [3] 45/2 57/17 80/1  
**properly** [3] 16/2 47/15 70/16  
**propose** [1] 52/4  
**proposed** [4] 4/8 4/18 22/12 85/6  
**proposition** [1] 57/9  
**prospective** [3] 34/2 34/6 34/24  
**protecting** [1] 24/6  
**protocol** [1] 61/22  
**prove** [3] 15/3 58/7 58/23  
**provide** [3] 53/19 71/16 72/10  
**provided** [4] 10/16 24/25 40/15 57/4  
**provider** [2] 63/23 65/3  
**providers** [1] 63/16  
**provides** [2] 14/12 14/12  
**providing** [1] 26/6  
**provision** [2] 31/2 37/8  
**public** [3] 29/8 67/14 67/16  
**pull** [1] 63/20  
**pulled** [1] 60/13  
**punch** [1] 65/7  
**puppet** [1] 20/22  
**puppet-master** [1] 20/22  
**purely** [2] 8/18 56/14  
**purpose** [6] 7/13 43/4 52/11 54/14 71/12 73/18  
**purposes** [5] 9/1 18/15 67/14 67/15 67/19  
**pursuant** [1] 86/4  
**pushed** [1] 10/21  
**put** [14] 17/7 21/10 21/10 29/19 30/9 43/23 46/15 52/14 53/1 58/1 58/4 68/25 68/25 78/14  
**putting** [1] 16/25  
**Q**  
**quandary** [1] 10/20  
**quarter** [1] 16/12  
**quash** [6] 4/11 4/21 4/24 5/1 5/4 5/8  
**question** [11] 19/6 31/20 34/23 41/16 54/3 61/14 68/5 68/17 68/20 78/25 80/21  
**questions** [3] 22/3 39/21 79/12  
**quick** [2] 38/15 42/21  
**quickly** [2] 47/19 47/21  
**QUINN** [2] 2/2 76/7  
**quinnemanuel.com** [5] 2/7 2/8 2/8 2/9 2/9  
**quintessential** [1] 66/6  
**quit** [1] 79/1  
**quite** [2] 24/14 37/24  
**quote** [1] 72/21  
**R**  
**raised** [2] 62/4 63/25  
**ran** [1] 37/9  
**Rapino** [6] 20/7 20/12 20/19 20/21 64/17 65/11  
**rather** [4] 15/11 15/25 23/10 45/18  
**re** [1] 59/8  
**react** [1] 83/10  
**read** [1] 40/18  
**readability** [1] 13/16  
**reading** [1] 48/18  
**ready** [3] 35/23 45/14 49/25  
**real** [1] 19/15  
**Real's** [1] 6/21  
**realistic** [2] 84/24 84/25  
**realize** [1] 39/22  
**really** [32] 16/5 17/16 31/9 31/11 32/7 34/14 34/24 41/12 42/14 42/22 42/23 46/13 49/13 51/16 52/18 53/23 53/25 56/5 56/6 57/13 58/8 59/9 61/20 63/17 66/6 67/5 70/5 72/6 73/16 76/5 79/16 80/13  
**realtime** [1] 23/4  
**reason** [16] 8/9 10/2 20/21 31/7 40/13 40/19 50/10 51/13 56/12 66/4 72/23 75/3 76/12 76/25 80/5 80/21  
**reasonable** [3] 52/17 77/3 77/15  
**reasonably** [5] 15/1 23/19 24/2 31/14 31/17  
**reasons** [6] 11/6 23/9 47/10 47/14 47/18 49/12  
**recalls** [1] 19/8  
**receive** [1] 22/23  
**received** [6] 5/22 32/25 58/9 58/13 59/4 59/5  
**receiving** [1] 64/21  
**recent** [2] 64/1 75/5  
**recited** [1] 72/22  
**recognize** [1] 36/6  
**recognizing** [1] 70/9  
**recommendation** [1] 4/16  
**record** [7] 9/13 10/2 10/11 13/2 18/4 19/14 81/12  
**recorded** [1] 72/4  
**records** [2] 72/1 72/3  
**red** [1] 69/2  
**redepose** [2] 82/17 82/24  
**reduced** [1] 28/21  
**references** [1] 50/4  
**referred** [2] 21/4 33/8  
**referring** [5] 12/21 33/5 33/14 33/15 51/21  
**refers** [1] 14/8  
**refuse** [1] 7/15  
**regard** [7] 9/12 51/7 51/14 80/17 81/6 81/10 81/24  
**regarding** [1] 76/9  
**regardless** [3] 33/17 60/16 61/3  
**regards** [5] 9/25 13/20 20/23 40/7 40/7  
**registered** [1] 18/24  
**regulations** [1] 86/8  
**rejected** [1] 64/1  
**related** [7] 41/14 55/8 59/20 59/25 61/23 61/25 64/20  
**relates** [4] 30/21 38/17 59/16 62/10  
**relating** [3] 8/20 20/1 54/8  
**relations** [2] 34/3 34/24  
**relationships** [1] 62/2  
**relatively** [1] 24/17  
**release** [1] 38/6  
**relevance** [1] 53/24  
**relevant** [8] 53/13 53/23 64/12 64/14 68/16 70/5 73/1 73/13  
**reliance** [1] 13/24  
**relied** [2] 46/25 47/15  
**relies** [1] 8/9  
**rely** [4] 8/10 9/24 20/21 49/13  
**relying** [2] 56/17 67/24  
**remember** [1] 7/3  
**remind** [2] 79/6 84/16  
**reminded** [1] 34/22  
**reopening** [1] 83/6  
**repeat** [1] 78/24  
**repeated** [1] 44/3

Case 2:15-cv-09814-DSF-AGR Document 523 Filed 10/26/17 Page 99 of 103 Page ID  
# 65419

**R**  
**repetitive** [1] 43/22  
**rephrase** [1] 41/8  
**reply** [1] 15/10  
**report** [18] 9/1 9/8 10/17 14/4 14/8  
14/10 18/3 22/8 23/4 28/18 45/21  
48/18 50/11 60/5 61/6 81/11 82/11  
83/5  
**reported** [1] 86/6  
**reporter** [4] 1/25 2/22 3/12 86/17  
**REPORTER'S** [1] 1/20  
**reporters** [2] 43/13 43/16  
**reporting** [1] 43/18  
**reports** [6] 10/6 16/12 26/20 26/20  
29/24 30/22  
**represent** [1] 32/25  
**representation** [1] 39/13  
**represented** [1] 63/10  
**reproduction** [2] 12/8 14/3  
**request** [2] 7/6 67/20  
**requested** [1] 7/13  
**requires** [2] 56/16 56/17  
**reserve** [1] 37/14  
**resistance** [1] 63/6  
**resolve** [2] 9/11 42/8  
**RESOURCES** [3] 1/6 1/16 3/4  
**respect** [4] 33/14 61/4 72/19 77/17  
**respectfully** [6] 10/19 11/5 16/18  
16/21 20/18 21/6  
**respective** [1] 44/1  
**respond** [2] 44/20 62/12  
**response** [1] 28/11  
**responses** [1] 81/4  
**responsible** [1] 20/16  
**rest** [1] 38/21  
**restricted** [1] 75/10  
**restrictive** [4] 60/17 75/4 77/6 77/10  
**result** [1] 60/9  
**resulting** [1] 54/11  
**rethink** [1] 84/23  
**return** [1] 5/22  
**reveal** [1] 31/3  
**revealed** [1] 45/20  
**revenue** [1] 18/15  
**review** [1] 50/20  
**rhetorical** [1] 61/8  
**rid** [1] 80/6  
**ridiculous** [1] 51/2  
**right** [46] 3/10 3/23 5/6 5/16 6/18 7/8  
7/19 9/3 13/19 14/17 16/23 19/10  
21/17 21/20 26/1 28/16 29/25 32/2  
32/8 32/9 33/4 34/2 36/24 40/15 42/5  
44/25 49/15 51/12 52/9 52/22 53/10  
55/23 57/7 57/19 59/6 59/8 67/4 69/5  
72/8 72/16 73/20 74/7 78/20 81/16  
84/9 85/10  
**right-hand** [1] 13/19  
**rights** [4] 41/1 41/5 49/14 60/18  
**rise** [1] 65/17  
**risk** [1] 29/20  
**rival** [1] 63/15  
**ROBERT** [1] 2/11  
**robert.ellison** [1] 2/15  
**role** [1] 75/3  
**rolled** [1] 81/18  
**room** [4] 2/23 5/17 31/16 82/14  
**Rosenberg** [1] 4/16

**Rosenberg's** [1] 3/24  
**round** [3] 1/19 83/1 83/11  
**rule** [16] 42/13 42/18 42/22 66/3 70/14  
71/4 72/17 75/3 75/8 76/11 76/24  
76/25 80/3 80/22 80/24 80/25  
**ruled** [1] 50/21  
**rules** [4] 40/9 40/21 69/4 70/15  
**ruling** [10] 16/22 33/20 48/3 52/16  
58/19 64/9 71/8 71/18 72/8 80/1  
**rulings** [3] 6/2 20/4 51/5  
**run** [2] 11/3 49/5  
**running** [1] 63/21

**S**  
**said** [21] 15/22 18/20 19/2 23/23 37/9  
44/7 44/10 44/21 46/1 49/3 52/3 54/14  
60/4 64/3 69/12 69/23 71/10 72/6  
73/22 78/1 80/24  
**sale** [2] 14/10 19/10  
**sales** [6] 17/20 22/23 33/18 41/2 41/11  
48/10  
**same** [13] 3/22 18/15 30/17 30/18  
35/15 35/15 35/19 36/11 39/8 39/12  
46/1 54/6 74/6  
**San** [1] 2/19  
**sanctioned** [1] 51/1  
**sanctioning** [1] 50/19  
**sanctions** [1] 4/1  
**saw** [2] 47/3 48/17  
**say** [31] 7/18 10/21 13/7 13/10 15/4  
19/19 30/17 31/10 37/20 38/1 38/14  
41/23 42/1 45/5 47/13 48/6 52/7 52/17  
54/5 61/25 62/5 66/8 68/24 69/24  
71/14 72/24 73/1 74/22 75/11 77/14  
79/16  
**saying** [17] 22/5 24/1 37/12 38/23 47/3  
47/4 54/6 54/13 60/19 62/23 63/4 63/5  
65/18 67/18 68/12 69/1 69/22  
**says** [7] 13/7 39/8 55/18 56/11 60/12  
60/20 79/9  
**scene** [1] 65/16  
**scenes** [1] 25/24  
**SCHECTER** [2] 2/11 55/2  
**schedule** [1] 5/24  
**scheme** [2] 62/21 62/25  
**scientific** [1] 15/23  
**scope** [1] 41/5  
**SCOTT** [1] 2/11  
**screen** [2] 25/16 25/24  
**scurry** [1] 49/24  
**seal** [6] 50/18 50/20 50/21 50/25 50/25  
51/4  
**seat** [1] 65/24  
**SeatGeek** [2] 14/7 14/12  
**seats** [2] 35/5 35/6  
**second** [4] 13/13 16/12 17/16 75/14  
**Secondly** [1] 39/16  
**secrecy** [2] 31/17 31/19  
**secret** [26] 22/20 23/17 23/18 24/18  
24/19 25/4 25/11 25/23 28/2 28/6 29/3  
29/3 29/9 30/11 31/12 31/14 34/7  
34/16 35/25 38/24 39/3 39/17 39/20  
54/11 54/17 58/3  
**secrets** [10] 21/21 21/22 22/13 28/23  
32/18 35/16 35/19 38/19 54/8 55/9  
**section** [4] 6/23 54/21 56/13 86/4  
**Section 1030** [1] 54/21  
**see** [26] 6/7 6/16 7/17 12/8 12/11

12/14 13/18 13/19 13/23 16/14 18/19  
20/9 22/20 23/4 25/12 25/15 25/16  
43/2 44/8 51/10 51/13 61/7 61/17 76/3  
82/5 84/19  
**seek** [3] 4/11 5/4 54/22  
**seeking** [1] 27/17  
**seem** [1] 43/22  
**seemed** [2] 43/21 69/22  
**seems** [10] 8/1 8/5 8/25 35/1 40/5  
47/25 59/9 70/7 70/14 82/10  
**seen** [4] 10/6 11/25 41/15 42/6  
**sell** [1] 33/12  
**selling** [2] 36/15 37/18  
**send** [2] 46/5 48/24  
**sending** [1] 78/25  
**sense** [5] 19/5 42/20 46/21 77/8 77/13  
**sensible** [1] 19/16  
**sent** [1] 6/23  
**sentence** [3] 40/18 40/25 41/8  
**separate** [3] 5/3 20/17 29/13  
**separated** [1] 83/2  
**separately** [1] 63/10  
**separation** [1] 7/10  
**September** [2] 58/9 69/1  
**September 14th** [1] 69/1  
**September 21st** [1] 58/9  
**Sequoia** [2] 10/9 16/3  
**serve** [2] 4/10 27/17  
**service** [2] 63/16 63/23  
**services** [4] 33/25 51/13 64/7 65/21  
**set** [4] 49/8 82/4 83/23 83/25  
**sets** [1] 75/6  
**settle** [4] 40/4 40/5 49/23 54/6  
**settlement** [7] 5/17 46/6 51/22 53/11  
53/12 54/2 83/15  
**several** [5] 10/12 66/12 70/5 70/6 78/2  
**shadow** [1] 41/18  
**Shall** [1] 14/18  
**share** [3] 26/21 31/8 43/13  
**shared** [2] 30/7 30/8  
**she** [2] 43/12 68/10  
**short** [3] 17/1 56/5 56/6  
**short-circuit** [1] 17/1  
**shorten** [2] 52/5 52/8  
**shortens** [1] 52/10  
**should** [25] 4/4 16/4 16/5 19/23 35/1  
35/8 38/2 39/17 39/23 40/5 41/21  
41/23 42/1 47/19 53/19 54/1 57/9  
57/20 59/10 61/17 71/7 71/8 78/7  
78/12 80/7  
**shouldn't** [4] 50/6 50/20 78/10 84/2  
**show** [5] 14/15 23/14 38/7 38/12 73/19  
**showed** [2] 10/14 29/18  
**showing** [6] 60/5 68/19 76/18 76/19  
76/21 76/24  
**shown** [2] 63/1 64/17  
**shows** [2] 18/13 25/24  
**shred** [1] 5/14  
**shredder** [1] 5/14  
**side** [10] 13/19 48/23 49/5 50/23 50/24  
51/1 55/22 68/13 78/22 79/23  
**side's** [1] 49/5  
**sided** [1] 53/8  
**sideline** [1] 67/7  
**sides** [1] 71/20  
**sign** [1] 4/19  
**signed** [1] 69/2  
**significant** [1] 19/13

**S**  
silence [1] 74/3  
Similarly [1] 18/18  
simple [1] 68/20  
simply [3] 18/1 41/16 75/7  
since [6] 16/1 41/15 42/12 74/18 81/1 82/9  
sit [1] 48/6  
sitting [3] 11/13 39/18 44/24  
situation [2] 65/9 77/9  
six [4] 28/22 58/13 59/19 80/7  
skip [1] 6/5  
slide [11] 12/7 12/16 13/14 13/23 14/2 14/20 16/11 16/14 18/10 18/19 18/23  
slides [4] 16/11 18/9 21/5 21/7  
small [1] 77/11  
Snapchat [1] 15/16  
Snapshot [1] 20/25  
so [163]  
soften [1] 65/9  
software [5] 23/3 24/10 25/8 25/15 25/17  
sold [6] 9/10 10/7 10/18 14/7 15/1 18/24  
solely [1] 18/5  
solid [1] 48/15  
some [36] 6/1 6/2 8/8 11/22 17/1 19/3 23/13 24/17 25/4 25/21 28/15 29/8 29/8 30/14 31/2 32/20 37/16 38/3 43/24 48/5 48/11 52/13 53/2 54/5 54/7 54/19 55/1 60/24 62/8 69/13 71/11 72/9 73/14 74/3 78/2 83/19  
somebody [9] 19/9 24/4 31/10 46/10 47/4 69/10 69/11 69/22 81/18  
somehow [2] 29/12 64/5  
someone [2] 8/11 73/11  
something [23] 7/14 15/7 16/7 22/19 23/16 24/23 39/9 39/14 42/1 46/6 56/11 61/22 64/2 66/7 68/18 68/21 69/21 69/23 71/7 78/4 79/20 80/2 83/7  
sometime [1] 82/4  
sometimes [5] 50/23 65/5 65/6 80/18 80/20  
somewhat [3] 17/10 28/24 43/22  
somewhere [3] 33/5 48/22 73/21  
SONGKICK [39] 1/6 1/17 8/7 8/14 10/10 11/9 15/14 18/20 19/1 20/25 22/24 23/10 23/24 26/7 26/12 27/9 27/13 27/22 30/16 30/18 35/23 40/19 40/21 60/12 63/7 64/23 66/3 66/17 68/6 68/10 69/9 69/19 70/11 72/20 72/24 73/3 73/9 76/8 85/14  
Songkick's [2] 18/11 66/8  
soon [1] 79/24  
sooner [1] 81/23  
sorry [8] 11/15 11/16 12/18 67/18 74/6 77/1 84/2 84/2  
sort [9] 19/8 27/2 35/25 43/20 45/17 48/12 60/9 61/11 75/14  
sorts [2] 18/25 60/22  
sound [1] 24/18  
sounds [3] 5/6 60/14 60/24  
speak [3] 3/10 4/4 6/19  
speaking [1] 68/23  
speaks [1] 11/12  
Special [4] 45/1 46/2 46/5 47/12  
specific [7] 8/20 27/23 33/7 47/18 47/18 48/2 75/10  
specifically [5] 27/22 39/20 53/20 59/25 64/19  
specificity [1] 75/15  
specifics [1] 39/16  
speculative [1] 8/18  
speeds [1] 43/18  
speedy [2] 49/14 84/11  
spell [1] 43/14  
spend [1] 42/10  
spending [1] 46/18  
spent [1] 22/9  
spoke [4] 66/16 66/19 66/21 78/11  
squarely [1] 52/15  
stake [1] 71/19  
stand [1] 71/3  
standalone [1] 34/21  
standing [6] 54/23 54/25 55/5 55/15 56/23 57/10  
start [9] 7/21 10/6 15/14 20/24 49/4 49/8 49/16 49/21 74/16  
start-up [3] 10/6 15/14 20/24  
starts [1] 80/6  
state [3] 3/6 3/11 10/1  
stated [1] 11/6  
statement [2] 40/16 57/2  
statements [10] 43/5 49/1 54/2 69/8 70/8 70/8 70/10 70/25 72/4 78/14  
STATES [3] 1/1 86/4 86/9  
statute [1] 33/2  
statutory [1] 49/15  
stay [3] 11/13 12/19 84/16  
stealing [1] 35/16  
stenographically [1] 86/6  
step [3] 75/9 76/11 76/17  
Stephen [1] 69/19  
stepping [1] 65/7  
steps [1] 75/7  
stepwise [1] 75/6  
stick [1] 77/22  
sticks [1] 35/22  
still [3] 7/5 33/10 56/24  
stipulate [2] 53/6 79/21  
stipulation [2] 53/9 79/19  
stop [1] 80/11  
stores [3] 25/8 25/9 25/12  
Street [5] 2/5 2/18 2/23 2/23 19/12  
String [1] 53/10  
stripes [1] 69/2  
strong [2] 7/23 24/17  
strong-willed [1] 7/23  
StubHub [2] 14/6 14/11  
study [1] 48/13  
stuff [6] 31/24 42/25 50/19 52/2 83/11 83/22  
subject [2] 55/8 69/7  
submissions [1] 78/14  
submit [5] 4/18 10/19 43/12 71/15 78/13  
submitted [12] 10/12 11/18 20/10 21/8 26/17 42/6 43/16 50/11 68/14 69/17 76/13 79/19  
submitting [2] 42/11 51/4  
subpoenas [3] 4/10 4/17 4/20  
subset [3] 32/7 33/7 34/7  
subsidiaries [1] 27/16  
subsidiary [1] 20/15  
subsidiary's [3] 62/17 62/20 62/22  
substance [2] 48/5 68/23  
substantial [1] 63/13  
substantive [1] 74/25  
succeed [2] 34/4 34/4  
such [3] 37/12 54/7 65/20  
suffered [1] 58/7  
suffers [1] 56/12  
sufficiency [2] 57/6 57/15  
sufficient [1] 57/4  
suggest [2] 41/7 79/18  
suggesting [1] 29/24  
suggestion [2] 81/24 82/19  
suggests [2] 71/7 76/24  
Suite [2] 2/13 2/18  
suited [1] 74/12  
suits [1] 56/2  
SULLIVAN [1] 2/2  
summary [14] 5/21 20/10 30/4 33/20 34/13 39/25 40/8 52/16 59/10 63/18 63/25 64/9 64/18 78/1  
Sunday [1] 81/4  
supplemental [2] 58/10 76/13  
support [7] 9/4 9/13 10/1 10/3 10/11 10/11 48/11  
supported [1] 11/6  
suppose [4] 6/16 23/23 56/23 57/16  
supposed [1] 68/15  
supposedly [1] 75/17  
sure [18] 4/13 6/25 18/22 21/24 46/12 46/13 48/17 51/16 62/9 66/11 67/5 67/22 70/2 70/21 71/20 71/24 74/24 75/19  
suspect [1] 21/12  
swear [1] 31/17  
**T**  
table [1] 10/17  
tailor [1] 70/2  
take [22] 23/3 42/25 43/17 44/13 45/5 47/9 47/16 47/25 48/19 48/21 53/2 55/25 56/3 64/24 74/14 74/18 75/12 78/22 81/22 82/12 83/19 85/4  
taken [5] 26/19 32/1 51/8 74/8 84/21  
takes [1] 80/12  
taking [6] 17/23 18/1 49/4 74/10 82/25 83/15  
talk [9] 11/11 11/14 21/21 22/10 46/14 51/19 51/20 71/4 82/1  
talked [4] 4/8 6/6 63/2 73/12  
talking [7] 13/24 25/19 29/10 52/3 59/23 61/20 63/5  
talks [1] 14/4  
target [1] 29/21  
targeted [1] 72/10  
Tech [1] 34/18  
tell [14] 25/20 38/2 41/21 41/22 42/22 50/11 52/4 52/6 52/19 53/23 56/5 79/3 81/8 82/2  
telling [1] 65/3  
tells [1] 23/7  
ten [2] 40/2 45/10  
tentative [7] 8/3 9/11 9/19 17/6 20/4 21/15 71/7  
tentatives [1] 50/15  
term [1] 56/11  
terms [6] 28/13 29/22 31/3 37/24 53/12 66/24  
TERUYA [2] 2/3 76/7

Case 2:15-cv-09814-DSF-AGR Document 523 Filed 10/26/17 Page 101 of 103 Page ID  
#65221

**T**  
**test** [5] 25/3 25/3 55/19 72/2 76/25  
**testified** [2] 46/24 47/14  
**testify** [13] 8/17 9/5 9/6 9/9 45/23 47/2  
47/5 51/14 55/11 68/2 68/18 69/12  
73/12  
**testimonial** [1] 59/2  
**testimony** [18] 8/22 9/24 13/23 15/25  
24/7 24/16 43/21 51/12 52/6 52/12  
53/18 68/1 69/8 70/2 70/25 73/13  
73/18 80/17  
**text** [1] 56/9  
**than** [25] 5/5 8/12 11/13 15/4 15/7  
15/11 15/25 23/10 27/13 34/3 39/11  
44/11 44/18 49/24 57/14 57/22 61/8  
63/23 68/11 68/14 74/9 75/7 75/22  
80/8 85/3  
**thank** [13] 16/24 19/22 40/16 50/3  
55/4 72/14 78/18 78/19 79/8 85/9  
85/10 85/18 85/19  
**Thanksgiving** [1] 82/7  
**that** [450]  
**that's** [51] 5/25 7/25 9/11 15/12 18/22  
18/22 19/17 21/24 24/6 24/11 25/3  
25/25 27/6 27/11 31/12 31/19 32/4  
32/7 36/20 36/23 37/21 38/7 41/25  
42/10 42/19 48/17 50/25 56/9 56/22  
58/16 60/19 61/12 62/14 66/3 66/24  
69/3 69/4 69/13 70/9 72/10 72/23 73/5  
73/16 76/5 78/11 82/25 83/18 83/19  
83/24 84/12 85/16  
**The Complaint** [1] 33/6  
**theft** [2] 24/2 39/3  
**their** [41] 7/12 12/11 15/18 16/16  
22/22 23/14 24/9 27/16 28/8 29/20  
29/22 33/24 35/8 35/8 35/10 35/13  
35/25 35/25 36/18 37/2 37/7 37/20  
38/7 38/21 39/13 40/23 43/9 43/17  
47/10 55/7 60/10 60/14 63/22 67/10  
68/6 70/11 73/1 75/17 75/21 79/10  
84/16  
**them** [55] 5/7 5/12 5/13 5/14 8/11 17/7  
21/10 22/10 23/11 26/10 28/5 29/18  
30/2 30/10 30/13 30/14 30/19 31/17  
31/21 32/21 32/25 35/12 37/4 37/5  
38/4 38/6 38/7 41/23 43/6 43/25 45/12  
49/9 49/13 53/23 54/22 58/1 59/20  
60/22 60/25 63/21 66/14 67/17 71/16  
71/16 74/10 74/23 77/25 79/3 79/3  
79/6 80/22 80/23 82/11 82/12 85/16  
**themselves** [4] 11/8 13/25 30/12 36/3  
**then** [36] 3/10 7/15 8/4 18/16 24/5  
26/7 36/25 38/7 40/25 41/25 42/17  
48/3 49/22 50/17 52/1 53/9 53/14  
54/15 55/25 57/16 62/21 63/9 65/7  
65/10 69/6 69/23 72/5 73/22 74/12  
76/19 76/20 76/24 84/6 84/12 84/15  
85/5  
**theories** [2] 65/19 66/18  
**theory** [1] 75/21  
**there** [85] 3/17 3/24 4/1 4/1 4/21 4/24  
5/7 9/12 9/15 10/1 10/3 10/10 12/14  
12/25 17/9 18/3 23/13 23/15 24/3 24/8  
25/13 26/9 27/12 27/12 27/15 27/15  
27/17 27/23 27/24 30/14 31/2 31/6  
31/6 31/7 32/6 32/23 33/2 34/8 36/18  
36/20 38/9 40/2 40/3 45/12 45/17  
47/23 48/5 48/6 48/10 48/11 48/14  
48/15 49/3 50/4 50/10 51/17 52/11  
53/6 53/13 55/21 54/1 54/13 55/11  
55/15 57/21 57/24 58/8 58/24 59/1  
59/1 61/14 64/22 64/23 69/20 70/5  
70/6 70/6 73/17 75/13 77/10 77/23  
79/17 82/21 82/23 82/25  
**there'll** [1] 53/17  
**there's** [42] 4/22 8/21 9/3 9/10 19/11  
20/20 24/17 24/24 25/21 27/18 28/7  
28/15 31/20 40/16 42/16 43/2 45/8  
47/4 49/11 49/14 51/14 52/19 53/18  
55/17 58/20 58/23 64/4 68/18 69/25  
71/19 72/3 73/9 73/14 74/3 76/18  
76/25 79/9 79/11 79/22 80/22 82/18  
83/1  
**Therefore** [1] 10/19  
**these** [45] 3/7 5/2 13/25 16/21 18/2  
18/15 21/7 32/16 36/6 38/1 38/2 40/1  
44/19 45/11 45/16 45/20 47/15 48/14  
51/8 52/24 53/15 54/1 54/19 59/16  
64/4 64/16 64/21 65/5 65/6 65/12  
65/12 65/16 65/25 66/2 66/17 69/6  
69/24 70/24 71/10 71/15 71/18 71/25  
72/6 73/3 73/24  
**they** [163]  
**they'd** [2] 27/25 38/1  
**they'll** [1] 31/11  
**they're** [28] 7/7 13/18 23/8 23/8 25/12  
32/16 35/11 36/8 37/19 39/3 41/12  
43/5 43/10 47/7 47/9 47/16 47/18 49/9  
53/14 58/6 60/13 60/19 65/13 70/8  
71/13 73/5 73/19 75/23  
**they've** [1] 66/20  
**thing** [16] 17/25 18/15 30/18 37/14  
38/20 39/9 39/12 42/10 44/25 50/7  
52/22 54/7 62/14 82/3 83/10 85/11  
**things** [27] 18/22 18/25 19/15 24/18  
24/19 28/9 29/6 29/11 35/22 36/25  
38/19 40/1 50/20 50/21 51/8 52/24  
60/22 61/12 61/25 62/2 66/11 68/2  
68/24 71/18 72/6 75/22 80/3  
**think** [73] 4/2 5/24 7/5 9/8 18/19 19/5  
19/17 24/17 24/20 28/7 31/9 31/11  
31/22 33/3 33/9 34/14 39/25 40/1  
41/12 41/22 42/8 42/13 42/14 44/6  
44/10 47/9 47/25 48/6 48/19 48/21  
49/8 49/17 49/23 50/3 51/19 51/24  
51/25 52/9 53/14 53/18 53/19 54/1  
54/12 54/18 54/23 54/23 59/15 63/17  
70/1 70/2 72/16 74/2 74/11 74/17  
75/13 75/22 77/8 77/20 78/7 78/12  
79/14 81/17 81/25 81/25 82/2 82/5  
82/18 82/21 82/22 83/13 83/23 85/1  
85/8  
**think there's** [1] 82/18  
**thinking** [2] 44/24 48/22  
**thinks** [1] 11/23  
**third** [5] 16/2 16/20 28/20 31/2 32/17  
**third-party** [2] 16/2 16/20  
**this** [150]  
**those** [44] 4/20 6/9 9/19 11/1 11/25  
14/11 18/12 29/7 30/3 30/9 32/12  
37/15 38/3 38/9 38/18 40/5 41/2 41/11  
41/17 42/15 42/21 43/16 43/17 44/3  
45/2 45/23 46/25 55/10 60/2 61/10  
62/11 62/21 68/8 70/3 72/5 73/8 73/15  
75/22 75/24 79/5 81/10 81/11 81/19  
81/23  
**though** [8] 6/17 8/5 21/3 30/9 40/18  
68/2 68/18 77/10  
**thought** [6] 30/6 30/8 44/5 44/9 48/2  
50/7  
**thoughts** [2] 8/3 9/19  
**threaten** [1] 63/20  
**threatened** [1] 73/7  
**threats** [2] 73/8 73/15  
**three** [12] 10/4 14/22 18/13 28/22 47/4  
59/5 59/20 59/21 63/19 65/5 73/2  
78/22  
**threshold** [2] 56/14 56/19  
**through** [12] 5/23 10/16 37/8 40/23  
42/21 46/6 47/9 48/1 54/18 69/11  
69/11 74/8  
**throughout** [1] 15/9  
**ticket** [3] 41/2 41/3 41/11  
**Ticketfly** [2] 14/7 14/12  
**ticketing** [17] 10/18 14/6 15/2 16/4  
16/19 17/18 18/4 19/2 19/19 33/24  
37/3 51/13 52/21 63/16 63/23 64/7  
65/21  
**TICKETMASTER** [57] 1/10 1/13 5/2  
9/16 20/8 20/8 20/13 20/14 20/17  
20/20 20/22 22/25 23/10 23/11 23/21  
23/24 24/11 24/21 24/23 25/1 26/9  
26/19 26/22 27/13 27/22 35/24 36/1  
36/2 36/4 36/9 36/15 36/19 36/24  
37/13 40/19 40/20 40/23 41/1 52/23  
53/2 54/5 60/3 60/21 61/13 63/7 63/11  
63/20 63/24 64/16 65/1 65/4 65/6 65/8  
65/9 65/22 66/4 70/11  
**Ticketmaster's** [6] 37/25 40/22 63/13  
64/15 65/22 66/5  
**tickets** [22] 17/4 18/24 23/25 27/15  
33/12 33/19 36/15 37/8 37/12 37/15  
37/17 37/20 38/1 38/2 38/3 38/6 38/6  
60/3 60/12 60/20 63/22 65/23  
**TicketsNow** [2] 14/6 14/11  
**tied** [1] 66/8  
**ties** [2] 65/19 65/19  
**tim.omara** [1] 2/20  
**time** [43] 3/12 9/6 15/18 22/10 23/11  
24/20 27/18 38/18 40/12 42/10 42/12  
42/14 42/24 44/1 44/3 44/5 44/8 44/18  
44/22 46/9 46/20 46/21 48/20 49/4  
49/6 49/22 51/6 53/24 57/15 61/2  
78/21 80/12 80/23 81/6 81/7 81/8  
82/10 82/11 83/10 83/19 84/17 85/1  
85/2  
**timely** [1] 42/9  
**times** [2] 68/11 78/2  
**TIMOTHY** [1] 2/17  
**tinkering** [2] 74/12 74/14  
**Title** [1] 86/4  
**today** [8] 6/2 15/16 27/15 39/23 73/1  
74/23 75/12 78/2  
**together** [3] 43/23 71/16 84/6  
**told** [5] 5/3 5/4 30/25 49/9 73/13  
**too** [11] 5/3 30/13 39/1 46/1 46/9  
46/20 49/3 51/25 71/19 79/11 79/11  
**took** [1] 42/21  
**tool** [1] 39/8  
**toolbox** [4] 30/24 38/18 38/20 38/22  
**toolboxes** [2] 22/18 22/22  
**tools** [4] 22/15 30/17 30/24 35/15  
**top** [1] 52/9

topic [1] 54/6  
total [3] 44/6 44/7 60/3  
trade [25] 21/21 22/13 23/17 23/18  
28/2 28/23 29/3 29/3 31/12 31/14  
32/17 34/7 34/16 35/16 35/19 38/19  
38/24 39/3 39/17 39/19 54/8 54/11  
54/16 55/8 58/2  
transaction [7] 9/1 12/24 13/1 15/19  
17/19 17/23 18/5  
transactional [1] 13/5  
transactions [1] 16/19  
transcript [3] 1/20 86/5 86/7  
transcripts [1] 81/11  
translating [1] 23/4  
treasure [1] 35/25  
treated [1] 28/6  
TREBICKA [2] 2/4 55/21  
trial [37] 5/18 6/4 7/13 9/24 16/7 40/10  
41/19 44/23 45/3 45/14 47/13 47/16  
49/7 49/14 49/16 49/25 53/24 59/1  
59/1 59/7 62/6 62/7 71/7 74/16 74/18  
74/18 76/3 78/22 79/19 80/7 81/24  
82/4 82/7 82/8 84/9 84/11 85/6  
trials [2] 49/8 84/11  
trickery [1] 16/16  
tried [4] 5/14 40/6 40/21 77/22  
tries [1] 73/12  
trouble [1] 37/9  
true [2] 60/8 86/5  
truth [2] 70/16 70/19  
try [18] 6/22 27/25 37/5 37/11 37/11  
40/3 40/6 40/12 44/9 45/6 49/12 51/7  
71/20 71/21 72/24 73/19 74/13 80/12  
trying [10] 11/2 17/21 25/20 37/7  
44/19 49/23 49/24 54/25 60/6 75/19  
Tuesday [1] 81/5  
Tuolumne [3] 76/15 76/16 77/6  
turn [3] 45/15 67/16 67/19  
turning [2] 13/22 14/2  
turns [1] 36/12  
two [17] 4/1 4/2 6/6 6/9 11/18 18/8  
40/1 40/9 43/19 43/23 49/21 55/12  
58/10 60/3 74/22 75/22 85/3  
two-page [1] 58/10  
tying [4] 64/7 66/15 66/24 78/5  
type [1] 50/22  
types [2] 66/12 72/10  
typically [1] 37/24

U  
U.K [2] 27/2 29/20  
U.S [2] 27/1 29/20  
U2 [1] 45/6  
ultimately [1] 41/16  
uncontested [1] 62/15  
under [17] 7/12 34/18 34/18 50/18  
50/20 50/21 50/25 50/25 51/4 61/3  
66/3 69/4 70/12 75/9 75/9 76/11 78/6  
underlining [1] 12/13  
underlying [2] 65/5 75/17  
undermine [2] 76/21 76/23  
understand [18] 9/10 20/6 23/16 29/1  
32/23 36/5 37/10 40/17 40/25 46/8  
48/9 51/15 58/19 62/6 62/24 66/11  
69/24 76/4  
understanding [5] 4/15 5/1 7/9 25/22

understood [3] 30/11 41/10 56/18  
unfair [2] 34/12 34/18  
Unfortunately [1] 84/8  
UNITED [3] 1/1 86/4 86/9  
unjust [1] 9/12  
unlawful [2] 8/8 62/1  
unless [7] 19/11 48/9 49/16 49/17 69/3  
73/13 79/9  
unnecessary [1] 51/6  
until [8] 4/15 6/8 9/11 17/8 50/10  
53/24 55/12 58/25  
unusual [1] 43/15  
up [42] 5/14 7/3 10/6 11/23 12/23  
14/16 15/10 15/14 15/18 16/11 17/22  
18/9 19/10 20/12 20/24 21/25 24/14  
25/24 28/24 39/19 39/22 42/3 43/18  
44/11 46/16 46/17 47/23 51/9 56/4  
58/11 64/5 64/18 65/10 68/25 68/25  
73/2 73/22 79/15 80/10 83/20 84/23  
84/24  
updates [1] 64/21  
upon [3] 17/3 19/3 61/5  
upstart [1] 30/20  
urge [1] 45/24  
URQUHART [1] 2/2  
us [15] 30/19 33/15 35/5 38/11 40/9  
44/23 45/20 55/14 56/5 66/6 75/15  
82/5 82/14 82/15 83/23  
use [20] 15/2 15/8 15/11 15/23 21/6  
21/7 24/22 29/15 29/25 30/13 50/24  
53/15 53/19 63/11 63/22 65/3 66/3  
70/18 79/23 80/23  
used [26] 7/2 8/20 8/25 11/8 12/9  
13/20 15/8 16/18 16/19 16/20 18/20  
22/15 22/22 22/24 23/2 24/10 25/8  
27/22 30/14 30/17 31/19 31/20 51/18  
51/25 54/16 77/19  
users [1] 18/24  
uses [2] 19/14 19/14  
using [9] 9/4 14/21 24/22 60/13 63/6  
67/8 69/9 70/11 70/11  
usually [3] 28/5 28/7 84/11

V  
valid [2] 45/22 80/19  
validated [2] 19/20 61/24  
validation [2] 17/11 18/3  
valuable [2] 30/7 30/8  
valuation [10] 9/4 9/6 9/7 9/9 14/22  
15/13 17/18 17/22 18/21 21/2  
valuations [1] 14/1  
value [19] 9/1 10/4 10/22 10/24 11/3  
11/9 13/5 13/5 13/7 13/20 14/10 15/12  
15/17 15/19 17/19 19/13 21/9 54/11  
54/18  
valued [5] 10/9 10/14 10/15 18/4 18/12  
values [3] 11/1 16/15 19/15  
valuing [1] 14/4  
variation [1] 75/13  
various [5] 3/18 3/18 22/15 49/11 69/6  
venue [10] 33/11 33/16 33/18 33/24  
36/14 36/16 37/12 38/2 51/12 52/18  
venues [7] 27/21 27/21 36/9 37/4 39/9  
39/14 52/25  
verbal [1] 48/11  
verdict [4] 78/24 78/25 79/12 79/15  
verge [1] 50/19

verify [1] 49/13  
version [1] 79/7  
vertically [3] 66/2 66/16 67/1  
very [20] 10/20 15/15 20/19 21/7 30/6  
39/20 40/12 40/18 42/2 43/22 47/9  
47/18 47/18 56/9 60/7 71/22 72/11  
77/11 79/9 85/19  
video [1] 81/10  
videos [1] 68/25  
view [1] 27/19  
vignettes [3] 44/20 45/2 45/16  
VIOLA [1] 2/4  
violation [3] 33/22 33/23 56/12  
violations [1] 23/15  
violatrebicka [1] 2/9  
vis [2] 75/4 75/4  
vis-à-vis [1] 75/4  
volume [15] 13/8 13/9 17/19 17/23  
17/25 18/1 18/6 18/14 18/16 18/17  
19/6 19/7 19/10 19/11 51/3

## W

wait [6] 6/7 7/17 12/17 58/25 73/22  
76/3  
waiting [1] 4/13  
waits [1] 85/15  
waiver [1] 84/11  
WALL [11] 2/16 3/21 4/25 5/19 14/15  
16/24 19/12 40/9 47/25 62/23 65/18  
Walter [1] 48/25  
want [26] 5/13 6/7 6/12 11/11 12/2  
12/14 20/3 21/14 22/4 22/10 38/3  
42/10 42/13 43/8 43/8 50/24 52/25  
62/7 71/18 73/24 77/18 79/15 79/21  
79/22 81/22 83/10  
wanted [5] 24/22 26/12 38/14 48/14  
82/6  
wants [6] 23/9 28/12 39/16 53/15 71/4  
71/14  
warning [2] 30/9 57/21  
was [112]  
wasn't [5] 20/17 38/9 39/10 48/15  
48/18  
waste [1] 3/12  
wasting [1] 42/14  
Water [1] 15/22  
waterfall [1] 37/8  
WATKINS [3] 2/10 2/16 3/21  
way [27] 12/13 19/16 20/15 21/9 25/5  
30/14 31/25 35/19 36/18 37/2 41/8  
51/17 51/20 61/20 62/9 68/2 68/18  
68/21 70/13 71/6 71/11 73/18 74/12  
75/6 80/15 82/23 84/8  
ways [4] 8/25 55/18 77/19 77/25  
we [177]  
we'd [2] 38/6 38/6  
we'll [7] 36/25 46/15 51/10 57/16  
78/21 79/2 81/11  
we're [26] 4/9 4/25 5/17 10/19 11/2  
15/3 15/8 31/25 33/14 33/15 44/20  
54/18 58/2 58/19 59/16 59/23 61/6  
61/20 64/13 67/22 74/20 75/19 78/12  
80/8 83/14 83/20  
we've [13] 5/22 6/5 7/9 7/13 10/6  
28/19 63/2 64/17 66/20 78/2 78/14  
81/17 81/17  
weekend [2] 22/9 44/8  
weekends [1] 81/2

**W**  
**weekly** [2] 29/23 30/21  
**weeks** [4] 49/21 55/12 59/5 85/3  
**weigh** [1] 77/1  
**weight** [1] 38/20  
**well** [52] 4/18 5/6 6/21 8/1 10/11 11/6  
 11/7 12/3 12/17 16/3 23/13 24/1 28/11  
 28/15 29/2 29/5 29/17 30/1 30/13  
 30/23 31/13 34/23 36/11 38/24 38/25  
 41/7 42/2 46/4 48/5 48/17 49/21 52/14  
 53/8 54/20 55/20 55/23 57/18 58/15  
 59/23 62/23 63/1 63/9 67/15 72/5 76/2  
 76/11 78/16 79/16 81/17 82/2 82/18  
 84/5  
**well-established** [1] 76/11  
**well-supported** [1] 11/6  
**went** [3] 15/18 37/23 69/23  
**were** [69] 3/24 4/1 4/1 4/2 4/11 10/18  
 11/1 11/8 12/12 13/20 14/7 15/4 17/7  
 20/10 22/15 24/22 24/22 25/8 26/6  
 26/8 26/25 27/9 27/12 27/13 27/17  
 27/23 29/19 29/20 29/22 29/24 29/24  
 30/6 30/7 30/7 30/8 30/8 31/20 32/14  
 32/14 32/17 32/20 34/8 36/2 36/3  
 36/17 37/18 39/3 39/22 43/19 43/25  
 44/3 44/9 45/20 54/25 55/10 55/11  
 56/22 57/22 58/25 63/8 63/9 63/10  
 67/24 68/15 70/6 74/10 80/18 82/4  
 85/20  
**weren't** [5] 4/17 30/1 30/3 72/4 81/19  
**WESTERN** [1] 1/3  
**what** [100]  
**what's** [14] 4/3 14/20 19/3 22/17 25/6  
 25/12 25/23 26/4 28/10 28/25 34/3  
 35/2 81/24 83/13  
**whatever** [6] 17/2 22/3 38/10 61/3  
 72/13 79/21  
**when** [25] 11/8 11/12 14/24 23/3 28/5  
 30/2 36/12 37/8 38/9 41/20 45/5 45/15  
 45/19 46/13 46/24 55/12 59/18 64/19  
 71/5 73/11 78/21 79/3 80/6 81/22  
 84/16  
**where** [35] 7/11 10/17 12/23 13/24  
 14/4 15/22 23/4 23/7 26/25 26/25  
 27/24 36/2 37/17 38/10 46/1 50/18  
 54/10 55/17 60/4 60/12 60/20 61/7  
 63/8 63/10 63/19 65/5 66/7 69/22  
 72/18 76/18 76/25 77/1 77/9 82/7 84/1  
**whether** [24] 6/8 8/6 17/18 25/4 25/4  
 25/21 27/1 33/17 34/23 41/25 43/5  
 43/25 44/1 44/25 45/6 52/9 53/17  
 56/22 57/25 61/12 66/13 75/1 77/3  
 79/17  
**which** [57] 5/21 8/14 8/21 8/23 8/23  
 10/14 11/20 11/22 13/13 14/25 15/15  
 17/1 17/3 17/25 18/10 18/14 19/13  
 22/9 25/7 26/8 26/21 28/8 29/21 29/21  
 30/14 34/18 34/22 40/22 40/22 42/6  
 43/12 43/19 45/14 48/1 54/3 56/5  
 56/16 56/23 58/10 58/11 59/22 60/3  
 60/5 60/8 60/14 61/23 62/2 68/9 71/22  
 74/13 75/21 76/17 77/19 78/8 81/8  
 83/20 85/2  
**whichever** [1] 42/12  
**While** [1] 74/20  
**who** [32] 3/7 3/13 3/14 19/9 24/22  
 24/22 26/5 27/7 27/9 27/20 29/20 36/2

36/10 36/13 36/15 36/17 39/19 43/4  
 43/10 43/15 44/3 47/5 47/7 48/1 48/25  
 50/10 50/19 50/12 65/10 69/12 71/13  
 84/14  
**who's** [4] 23/5 23/7 23/7 84/14  
**whoever's** [1] 50/25  
**whole** [3] 42/4 70/13 81/21  
**wholly** [1] 20/15  
**wholly-owned** [1] 20/15  
**why** [21] 4/21 4/24 5/9 19/13 19/17  
 20/21 23/9 23/16 42/23 42/24 50/7  
 51/14 52/17 56/22 59/14 59/15 68/12  
 69/9 72/23 82/23 85/16  
**will** [40] 3/11 3/25 4/10 4/19 6/3 6/3  
 8/10 8/23 11/23 18/19 21/12 24/15  
 36/13 40/6 40/23 41/16 42/12 43/3  
 43/12 45/23 45/25 48/21 49/12 50/4  
 55/2 59/1 68/24 70/1 70/2 70/19 70/20  
 73/10 73/23 74/18 75/11 79/1 80/13  
 84/14 84/15 85/16  
**willed** [1] 7/23  
**Wilson** [1] 6/12  
**wish** [2] 70/5 74/9  
**within** [8] 8/2 14/14 29/11 41/4 64/12  
 65/14 70/3 84/9  
**without** [14] 10/21 11/4 21/9 24/2 24/6  
 34/11 35/16 35/19 42/21 51/21 52/8  
 54/5 57/3 74/17  
**witness** [10] 6/17 7/6 7/16 42/11 43/19  
 47/8 54/3 58/23 83/6 84/22  
**witnesses** [14] 43/9 43/14 43/24 44/3  
 44/13 45/19 45/23 47/15 48/1 50/9  
 52/5 55/8 55/10 73/2  
**witnesses'** [1] 52/6  
**WOLFSON** [4] 2/3 6/10 6/14 34/22  
**Wolfson's** [3] 11/19 11/20 12/16  
**women** [1] 56/5  
**won't** [4] 9/4 35/5 40/14 50/24  
**wondering** [1] 44/25  
**words** [2] 17/13 43/15  
**work** [9] 4/20 5/2 29/20 42/15 46/10  
 51/23 53/25 81/1 84/4  
**worked** [3] 30/25 44/7 68/24  
**working** [5] 39/19 40/3 79/18 80/11  
 81/4  
**works** [4] 31/9 31/12 75/25 84/8  
**world** [8] 10/22 11/4 14/5 15/6 19/16  
 34/11 48/3 53/3  
**worse** [1] 85/15  
**worth** [3] 15/4 15/7 58/7  
**would** [82] 4/21 4/24 5/7 5/14 5/22  
 6/19 6/24 7/5 7/15 8/19 10/22 11/3  
 13/22 14/16 14/25 15/6 15/21 16/21  
 21/6 23/21 24/5 24/21 27/2 27/3 27/3  
 27/24 28/13 33/1 36/13 37/24 38/4  
 38/7 38/8 38/8 38/12 41/7 41/15 42/23  
 42/24 43/6 43/7 44/11 45/24 46/18  
 46/20 47/8 47/10 48/2 48/6 48/25 49/6  
 50/7 50/10 51/23 51/25 52/8 53/5  
 53/25 53/25 54/4 55/15 58/1 60/4  
 61/13 71/20 74/16 75/11 77/1 77/10  
 77/24 78/13 80/1 82/12 82/14 82/22  
 82/23 83/2 83/9 84/4 84/18 85/8 85/11  
**wouldn't** [3] 52/22 66/3 77/13  
**written** [3] 32/12 32/14 34/10  
**wrong** [1] 75/24  
**wrongdoing** [1] 20/19  
**wrongful** [3] 25/5 31/19 31/20

**Y**  
**yeah** [2] 35/17 66/23  
**year** [3] 58/9 60/21 60/22  
**years** [3] 21/1 21/4 42/7  
**yes** [43] 3/9 4/6 9/2 11/17 12/20 13/9  
 14/19 18/22 20/5 22/2 22/11 24/5 24/7  
 25/14 27/23 29/7 29/13 30/15 32/11  
 32/13 32/19 33/6 34/14 34/23 36/22  
 39/1 41/4 44/16 46/23 47/4 50/12  
 54/14 55/5 59/13 62/13 67/1 67/12  
 68/23 69/15 81/14 81/15 83/17 85/13  
**yet** [3] 15/15 53/17 84/14  
**you** [264]  
**you'd** [3] 39/23 49/21 52/20  
**you'll** [7] 6/2 12/8 13/23 30/6 43/12  
 53/19 82/5  
**you're** [19] 4/13 4/23 6/8 11/13 28/5  
 29/5 29/10 31/23 33/5 42/11 44/12  
 44/23 49/2 49/23 56/6 63/5 63/6 66/13  
 67/16  
**you've** [6] 10/21 51/3 51/8 59/19 66/15  
 83/18  
**young** [2] 20/24 39/18  
**your** [165]  
**Yurkerwich** [16] 7/25 8/5 8/12 9/23  
 13/24 17/21 19/18 20/21 46/24 47/14  
 48/12 50/11 54/13 59/19 69/11 82/17  
**Yurkerwich's** [5] 10/17 16/1 17/3 60/5  
 82/11  
**Z**  
**Zack** [1] 60/20  
**Zaidi** [4] 4/12 22/16 26/22 51/11